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Regulations

TITLE 10—ARMY: WAR DEPARTMENT

Chapter VII—Personnel

PART 703—APPOINTMENT OF COMMISSIONED OFFICERS, WARRANT OFFICERS AND CHAPLAINS

MISCELLANEOUS AMENDMENTS

Section 703.301 (a) is amended to read as follows:

§ 703.301 *Classification.* (a) Warrant officers will be examined and appointed in warrant-officer classifications indicated in the following table:

Warrant officer classification		Military occupational specialty	
No.	Title	SSN	Title
1	Administrative—clerical, general	2009	Administrative assistant.
2	(Not used.)		
3	Administrative—clerical, auditing and accounting	6110	Auditing officer.
4	(Not used.)		
5	Administrative—clerical, Judge Advocate General's Department.	2501	Administrative assistant, legal.
6	Administrative—fiscal	6162	Exchange accounting officer.
7	Administrative—supply, general	6201	Finance officer, disbursing.
8	Administrative—supply, Air Corps	4000	Supply officer, general.
9	Administrative—supply, Signal Corps	4502	Technical supply officer.
10	Administrative—supply, Medical Corps	4400	Signal supply officer.
11	Administrative—supply and clerical, Ordnance Department	4400	Medical supply officer.
12	Technician specialist—aviation, weather	4411	Supply officer, administrative.
13	Technician specialist—aviation photography	8219	Weather officer.
14	(Not used.)	8202	Aerial photographic officer.
15	Technician specialist—aviation, engineering	4523	Aircraft engineering officer.
16	Technician specialist—aviation, armament	4522	Armament and chemical officer.
17	Technician specialist—aviation, bombsight	4525	Bombight maintenance officer.
18	(Not used.)		
19	(Not used.)		
20	Technician specialist—motor transport	6000	Motor transport officer.
21	Technician specialist—motors, Ordnance Department	4505	Automotive maintenance and repair officer.
22	Technician specialist—topographic, Corps of Engineers	7915	Topographic engineer.
23	Technician specialist—munitions, Ordnance Department, armament machinist.	4513	Ordnance maintenance service officer.
24	(Not used.)		
25	Technician specialist—munitions, Ordnance Department, ammunition.	4514	Ammunition supply officer.
26	Technician specialist—munitions, Chemical Warfare Service	4509	Chemical supply officer.
27	Technician specialist—signal communication, general	6000	Communication officer.
28	Technician specialist—signal communication, Air Corps	6000	Communication officer.
29	Technician specialist—signal communication, Field Artillery	6000	Communication officer.
30	Technician specialist—Tank	6000	Track vehicle maintenance officer.
31	Technician specialist—signal communication, cryptographic, Signal Corps	6024	Message center officer, cryptographic.
32	Technician specialist—reconnaissance, Coast Artillery Corps	1183	Reconnaissance and survey officer.
33	Technician specialist—animal transport	6032	Peck officer.
34	Technician specialist—parachute maintenance	4520	Parachute maintenance officer.
35	(Not used—applicable to temporary warrant officers only.)		
36	(Not used—applicable to temporary warrant officers only.)		
37	Technician specialist—signal communication, electronics	6145	Radar maintenance and repair officer.
38	(Not used—applicable to temporary warrant officers only.)		

In § 703.302, the words "corps area commanders" are changed to read "commanding generals of service commands." This change pertains to the following sections also.

§ 703.302 *Examinations.* General examinations will be conducted under the supervision of commanding generals of service commands.

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NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at \$3.00 per unit. The following are now available:

- Book 1: Titles 1-3 (Presidential documents) with tables and index.
- Book 2: Titles 4-9, with index.
- Book 3: Titles 10-17, with index.
- Book 4: Titles 18-25, with index.
- Book 5, Part 1: Title 26, Parts 2-178.
- Book 5, Part 2: Title 26, completed; Title 27; with index.
- Book 6: Titles 28-32, with index.

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Paragraph (b) of § 703.305 is revoked as follows:

§ 703.305 *Grade*. * * *
(b) [Revoked]

Section 703.312 (a) is revised to read as follows:

§ 703.312 *Final examinations*—(a) *Action by post commanders*. When an examination is announced by the War Department the educational and technical examinations will be conducted by the post commander, who will appoint necessary boards of officers to supervise and conduct the final examination in accordance with special instructions issued by the War Department in connection therewith.

Section 703.318 is revised as follows:

§ 703.318 *General scope of final examination technical; administrative-clerical*—(a) *General*. The final examination will cover the following subjects; organization of the Army; organization of the Adjutant General's Department; general duties of The Adjutant General; staff data; military personnel; personnel management and personnel records, recruiting, the wearing of the uniform, pay and allotments, Government life insurance, efficiency reports, military discipline, prisoners, honors and awards, and the deceased; appointment and reduction, leaves, transfers, furloughs, foreign service, physical inspections, and separation from the service; rations and clothing, salvage and laundry activities, transportation of baggage, sale of supplies and services; Army Regulations covering administration of service commands, posts, camps, stations, and exchanges; administration and training of Reserve officers; Army Regulations covering correspondents, safeguarding military information, and strength returns.
(1) *Auditing and accounting*. The organization of the Inspector General's Department; principles and methods of accounting and double-entry bookkeeping, especially a knowledge of profit-and-loss statements, balance sheet, general and Army practices in classifying, debiting, and crediting, posting, and closing accounts; sales of goods and services to enlisted men.

(2) *Judge Advocate General's Department.* Important subject matter covered in the Manual for Courts-Martial, United States Army (1928), including the current circulars and memoranda pertaining thereto, and the Articles of War and other appendices; military personnel; management and records; recruiting; wearing of the uniform; efficiency reports; designation of beneficiaries; awards; leaves, furloughs, passes, delays, transfers, details, assignments, traveling, and separation from the service; general provisions relating to pay; prisoners; the deceased; organization of the Army; general duties with which The Adjutant General is charged; organization and operation of The Adjutant General's Department; staff data; general provisions for warrant officers; expenses of courts martial, courts of inquiry, military commissions, and retirement boards; administration of posts, camps, and stations; exchanges.

(b) *Fiscal-auditing and disbursement.* The subject matter covered in the entire series of Army Regulations and War Department circulars pertaining thereto which relate to the Finance Department; all Finance Department circulars.

(c) *Supply.*—(1) *General.* Procurement of supplies; the Quartermaster Corps; transportation of troops, supplies, and baggage; salvage, laundry, and ice services; unserviceable property; collection and disposal of waste material; rations and subsistence stores; items and price list of supplies; bills of lading; standard quantities of heat, light, and electric power; fire protection; the Finance Department; monetary allowances; property; requisitioning, receipt, issue, sales, and accountability and responsibility; expendable, lost, destroyed, damaged, or unserviceable property; property accounting; correspondence; duty rosters and morning reports; clothing; storage and issue of supplies; types of equipment; marking of clothing, equipment, vehicles, and property; military motor vehicles; printing and binding; authorized abbreviations.

(2) *Scope for final examinations applicable to specific arms and services.*

(i) *Supply (Army Air Forces).* Procurement of supplies; the Quartermaster Corps; transportation of troops, supplies, and baggage; salvage and laundry activities; unserviceable property including waste material; rations; the Finance Department; agent officers; general fiscal procedure; allowances; property; requisitioning, transfers, accountability, and responsibility; expendable, lost, destroyed, or unserviceable property, receipt, shipment, and issue; auditing property accounts; military publications; correspondence; military records; duty rosters, service records, preparation of Army pay rolls, final statement; clothing and types of equipment; authorized abbreviations; Army Air Forces supply system; procurement and maintenance of equipment; material and labor accounting; general provisions for storage; stores and exchanges; parachute record; aircraft fuel and oil-price list and locations.

(ii) *Supply (Medical Corps).* General provisions relating to the Medical Corps; medical service of the division

and in joint overseas operations; military hygiene and sanitation; sanitary reports; the collection and preparation of pathological and other specimens for shipment to laboratories; the prevention of communicable diseases; records of morbidity and mortality; medical supplies; property; accountability and responsibility; requisitioning, receipt, shipment, and issue; expendable, lost, destroyed, damaged, and unserviceable property; property accounting; procurement, transportation, storage, and issue of supplies; transportation of authorized baggage, correspondence; orders, bulletins, circulars, and memoranda; service records; daily sick reports; burials on the field of battle; types of equipment.

(iii) *Supply (Ordnance Department).* Property; accountability and responsibility; requisitioning, receipt, shipment, issue, and sales; lost, destroyed, damaged, or unserviceable property; property records; auditing property accounts; ordnance property; supplies; procurement, transportation, storage, and issue; bills of lading; fiscal procedure; pay, allowances, and allotments; correspondence; military records; preservation and disposition, preparation of Army pay rolls and model remarks, morning reports and daily sick reports; safeguarding military information; inspections; transportation of individuals; ordnance field service; report of principal items of supplies, annual estimate of funds, and financial administration of maintenance activities.

(iv) *Supply (Signal Corps).* Procurement, transportation, storage, and issue of supplies; salvage and laundry activities; rations, pay, allowances, and allotment; property; accountability and responsibility; receipt, shipment, issue, and requisitioning; post messes; correspondence; orders, bulletins, circulars, and memoranda; Tables of Organization, Tables of Basic Allowances, and Tables of Allowances; duty rosters, service records, morning reports, daily sick reports, personnel rosters, discharge certificate; preparation of Army pay rolls and model remarks; arrest and confinement of personnel; deceased personnel; clothing; authorized abbreviations; telegraph, cable, and radio service; Signal Corps reports; mission, function, and signal communication in general.

Section 703.319 is amended as follows:

§ 703.319 *General scope of final examination (technical); technician specialists.*—(a) *Aviation.*—(1) *Armament.* General; fixed, for harbor defense, heavy field, and railway artillery; for howitzers and small arms; aircraft bombs and bomb components; hand grenades; unsafe ammunition; ammunition reimbursement prices; packing and marking ammunition, projectiles, propelling charges, aircraft bombs, fuzes, and other components; military explosives and pyrotechnics; transportation of explosives, inflammables, and chemical warfare materials; inspection of property charges and bulk powder; ammunition nomenclature and shipping names; electric armament controls; Browning aircraft machine gun and machine-gun sights; synchronizing; bomb racks, two-target

equipment, and flare racks; range regulations for firing ammunition in time of peace; qualification in arms, and ammunition training allowances; lost, destroyed, damaged, and unserviceable property; regulations and safety provisions pertaining to ordnance.

(2) *Bombsight.* Theory of bombing; bombing technique and errors; bombing trainer; theory and operation A. F. C. E. service units; maintenance A. F. C. E.; storage and shipping of bombsights and A. F. C. E.; theory of bombsight, M-series No. 3; maintenance M-series sight; calibration of M-series; gyroscopes and electricity.

(3) *Engineering.* Military aircraft travel and transportation; organizations, channels of communications; parachute record; distribution of Army Air Forces circulars; airplane structure; aircraft electrical systems; induction, fuel, and oil systems; propellers; instruments; sheet metal work; aircraft lathes; milling machines, shapers, and planers; grinding machines; the Link trainer; welding; parachutes, aircraft fabrics, and clothing; issue of personal flying equipment; publication of information on War and Navy Department airplanes and engines.

(4) *Photographic.* Basic, aerial, ground, mapping, and motion picture photography; general knowledge of map and aerial photograph reading; use of aerial photography in modern warfare; photographic training and operations; use and repair of aircraft cameras; photographic equipment and supplies; the photo-electric cell; filter factors; printing; code designation of Army Air Forces photographs; unsatisfactory reports.

(5) *Signal communication.* Signal Corps mission, functions, and signal communication in general; radio and radio-telephone procedure; aircraft radiofrequency assignments; electrical fundamentals; electrical armament controls; knowledge of signal communication radio sets and maintenance equipment.

(6) *Weather.* Synoptic and aeronautical meteorology; physical and dynamical meteorology; pilot balloon observations.

(b) *Motor transport.*—(1) *General.* General provisions and principles covering motor transport; operation, maintenance, and repair of military motor vehicles; registration and inventory of motor vehicles; chassis, body, and trailer units; the internal combustion engine; automotive electrical systems; automotive power transmission units and brakes; automotive lubrications, fuel, and carburetors; motor transport inspection; marking of vehicles and other motor transport equipment.

(2) *Motors (Ordnance Department).* General provisions covering motor transport; operation, maintenance, and repair of military motor vehicles, including the motorcycle, light tanks, scout cars, caterpillar tractors, and the mortar motor carriage; registration and inventory of motor vehicles; chassis, body, and trailer units; the internal combustion engine; automotive electrical systems; automotive power; types of equipment; authorized abbreviations; Army Air Forces supply system; procurement and maintenance

nance of equipment; material and labor accounting; general provisions for storage; stores and exchange; parachute records; aircraft fuel and oil-price list and locations.

(c) *Munitions (ammunition)*—(1) *General*. General provisions, Ordnance Department; organization and functions of the ordnance field service; ammunition: general, for small arms, automatic guns, trench mortars, howitzers, field guns; seacoast, railway, field artillery, and antiaircraft guns; aircraft bombs; hand grenades; packing and marking ammunition, projectiles, propelling charges, aircraft bombs, fuzes and miscellaneous components; explosives and demolitions; transportation of explosives, inflammables and chemical warfare materials; inspection of property, charges, and bulk powder; ordnance safety provisions; storage and issue of supplies; range regulations for firing ammunition in time of peace; qualification in arms and ammunition allowances.

(2) *Munitions (Chemical Warfare Service)*. Chemical warfare tactics and techniques; ordnance; general provisions, regulations, and safety provisions; ammunition; general, for howitzers, seacoast and railway artillery, antiaircraft, and field artillery aircraft bombs, hand grenades; projectiles and propelling charges; explosives and demolitions; transportation of explosives, inflammables, and chemical warfare materials; range regulations for firing ammunition in time of peace; qualification in arms and ammunition training allowances; inspection of property for condemnation; use of smoke and lacrimators in training; defense against chemical attack; domestic disturbances.

(d) *Signal communication*—(1) *General*. Mission and function of signal communication in general; electrical fundamentals; telegraph, cable and radio service, commercial telephone, telegraph, and electric time service; operation and maintenance of United States military telephone and telegraph systems; radio procedure; electrical armament controls; knowledge of signal communication radio sets and maintenance equipment.

(2) *Signal communication (Army Air Forces)*. Signal Corps mission, functions, and signal communication in general; radio and radiotelephone procedure; aircraft radio frequency assignments; electrical fundamentals; electrical armament control; knowledge of signal communication radio sets and maintenance equipment.

(3) *Signal communication (Field Artillery)*. Signal Corps mission, functions, and signal communication in general; radio procedure; electrical fundamentals; electrical armament controls; knowledge of signal communication radio sets and maintenance equipment; field artillery tactics and technique of signal communication.

(4) *Cryptographic*. The principles and methods of insuring signal security with emphasis on cryptographic security; the storage, handling, and transmission of registered documents; methods of using codes and ciphers.

(e) *Signal communication, electronics*. Qualified by reason of special training and/or experience to select a favorable site and supervise installation of the operating unit; make necessary adjustments to put unit in good operating condition, diagnose trouble in the unit as a whole or components or accessories and make or direct actual repairs; make repairs under difficult or unfavorable conditions, determine by tests the cause of defects in equipment and suggest methods for improvement of construction; instruct operators in proper methods of preventive maintenance on the unit components and accessories on more than one type of complex electronic set and associated accessory equipment. Prior training in electrical engineering and successful completion of the course of instruction in the operation, maintenance, and repair of radar equipment in an Army school.

(f) *Tank*. Operation, maintenance, and repair of tanks; machine shop practice; aircraft engines.

(g) *Animal transport*. Practical knowledge of fitting and use of pack saddles and auxiliary harness and equipment, lashing and hitching of all types of loads to pack animals, breaking and training of horses and mules, and care and feeding of riding, draft, and pack animals.

(h) *Topographic*. Practical and technical knowledge of surveying; drafting; map reproduction; aerial photograph reading; photography; photogrammetry; and organization and equipment of topographic units.

(i) *Reconnaissance*. Practical knowledge of surveying, drafting, design, and construction of simple engineering, aerial photograph interpretation, and seacoast and antiaircraft gunnery.

(j) *Parachute maintenance*. Qualified parachute jumper; practical and technical knowledge of parachute rigging, maintenance, and supply; practical knowledge and ability to recognize defects in fabrics and materials used in parachutes. (Act of October 15, 1940, 54 Stat. 1177 and Act of August 21, 1941, Pub. Law 230, 77th Cong.) [as amended by AR 610-10, 28 September 1944]

[SEAL]

J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 44-16513; Filed, Oct. 27, 1944;
9:36 a. m.]

TITLE 13—BUSINESS CREDIT

Chapter I—Reconstruction Finance Corporation

ESTABLISHMENT OF RFC CONTRACT SETTLEMENT COMMITTEE

Creation of the "RFC Contract Settlement Committee" (hereinafter referred to as the "Committee") pursuant to the Contract Settlement Act of 1944, approved July 1, 1944 (hereinafter referred to as the act).

Whereas, Reconstruction Finance Corporation, Defense Plant Corporation, Metals Reserve Company, Defense Sup-

plies Corporation and Rubber Reserve Company (hereinafter referred to as "said companies") have been included among the contracting agencies to which the act is applicable; and

Whereas, the Boards of Directors of said companies deem it advisable that a supervisory organization be established for the purpose of seeing that policies with respect to settlements of terminated war contracts established for all procuring agencies are carried out by said companies;

Now, therefore:

(1) There is hereby created a Committee of five members to be known as the "RFC Contract Settlement Committee". Such Committee shall consist of the following members, all of whom are members of the Boards of Directors of said companies: Charles B. Henderson (Chairman), Charles T. Fisher, Jr., Sam H. Husbands, Howard J. Klossner, and Henry A. Mulligan.

The Committee shall meet at such times and at such places as the Chairman from time to time may specify and any two members shall constitute a quorum for the transaction of any business. The Committee shall appoint a Secretary who shall attend all meetings of the Committee and record the minutes thereof.

(2) The respective Boards of Directors of said companies hereby authorize the Committee to effectuate within said companies the policies established for all procuring agencies. The Committee shall (a) supervise the termination activities of said companies to the extent necessary to insure prompt and equitable settlement of terminated contracts, (b) maintain close contact with the Office of Contract Settlement, and (c) submit to said Office problems of said companies which involve policies of major importance to the Government or as to which uniformity of action on the part of the several contracting agencies is desirable.

(3) In order to carry out the functions enumerated in paragraph (2) hereof, the Committee is authorized to require said companies (a) to maintain current information as to (i) the termination settlements in process within said companies, (ii) the personnel available for any work incident to such settlements, and (iii) the progress made from time to time in terms of settlements affected; and (b) to maintain information as to available personnel in such manner as to facilitate the temporary assignment of technical personnel to related work in connection with other settlements within said companies or by other agencies and to make such information available to other agencies upon request as needs arise.

(4) The Committee may take such action as it may deem necessary to achieve the purposes of this authorization.

(5) This authorization shall remain in full force and effect until revoked in writing by the joint action of the Boards of Directors of said companies, or until such time as the Committee created by paragraph (1) declines in writing the further exercise of the discretion and authority herein delegated to it.

In witness whereof the parties hereto have caused this authorization to be executed as of October 21, 1944, in two original counterparts by their duly authorized officers.

[SEAL] RECONSTRUCTION FINANCE CORPORATION,
By CHARLES B. HENDERSON,
Chairman.

Attest:

A. T. HOBSON,
Secretary.

[SEAL] DEFENSE PLANT CORPORATION,
By SAM H. HUSBANDS,
President.

Attest:

LEO NIELSON,
Secretary.

[SEAL] METALS RESERVE COMPANY,
By CHARLES B. HENDERSON,
President.

Attest:

FERRIS B. THOMAS,
Secretary.

[SEAL] DEFENSE SUPPLIES CORPORATION,
By H. A. MULLIGAN,
President.

Attest:

GEORGE H. HUBERT,
Secretary.

[SEAL] RUBBER RESERVE COMPANY,
By H. J. KLOSSNER,
President.

Attest:

GEORGE H. HUBERT,
Secretary.

Accepted: October 21, 1944.

CHARLES B. HENDERSON,
Chairman, RFC Contract Settlement Committee.

[F. R. Doc. 44-16491; Filed, Oct. 26, 1944;
10:02 a. m.]

[Contract Termination Reg. 1]

PART 50—WAR CONTRACT TERMINATIONS,
CLAIMS, SETTLEMENTS, AND INTERIM FINANCING

- Sec. 50.1 General policies.
- 50.2 Negotiated settlements.
- 50.3 Settlements not made by agreement.
- 50.4 Arbitration settlements.
- 50.5 Defective, informal and quasi contracts.
- 50.6 Priority in settlements.
- 50.7 Interim financing.
- 50.8 Removal and storage of materials.
- 50.9 Interest on termination claims.
- 50.10 Settlement of terminated subcontracts.
- 50.11 Notices to the companies.
- 50.12 Definitions.

AUTHORITY: §§ 50.1 to 50.12, inclusive, issued under Contract Settlement Act of 1944, 58 Stat. 649.

§ 50.1 *General policies.* (a) The Contract Settlement Act of 1944 (Public Law 395, 78th Congress, 2d Session) became effective July 21, 1944. This law requires the Reconstruction Finance Corporation,

Defense Plant Corporation, Defense Supplies Corporation, Metals Reserve Company, and Rubber Reserve Company (herein called "the companies") to carry out the policies and procedures established therein and the regulations promulgated thereunder by the Director of Contract Settlement.

(b) Subject to such limitations as may from time to time be imposed by, and in the discretion of, the heads of the several divisions within each company, employees of the companies are hereby authorized, pursuant to subsection (f) of section 20 of the act, as a part of their official duties, to advise, aid, and assist war contractors in preparing and presenting termination claims, in obtaining interim financing, and in related matters, provided the employee does not receive therefor benefit or compensation of any kind, directly or indirectly, from any war contractor.

(c) All policies and procedures relating to termination of war contracts, termination settlements, and interim financing, prescribed by the Boards of Directors of the companies, the heads of the several divisions within the companies, and the RFC Contract Settlement Committee, or pursuant to the authority of any of them, in effect upon the effective date of the act, and not inconsistent with the act, shall remain in full force and effect unless and until duly superseded.

§ 50.2 *Negotiated settlements.* It is the policy of the companies to settle termination claims by agreement to the maximum extent feasible.¹ Upon receipt of the termination notice the war contractor should notify the party from whom he received the termination notice whether or not he expects to present any termination claim. If the war contractor intends to present a termination claim he should immediately commence negotiations to settle the claim by agreement. For this purpose the contractor will submit a settlement proposal on such forms and in accordance with such instructions as may be prescribed by the Director of Contract Settlement² or, in the absence thereof, on such forms and in accordance with such instructions as may be approved by the respective companies. Contractors may present their settlement proposals on any basis which would result in their receiving fair compensation for the termination, including the presentation of costs on the basis of actual, standard, average, or estimated costs, or a percentage of the contract price based on the estimated percentage of completion of work under the terminated contract, or on any other basis

¹ In this connection see Regulation 6, dated October 4, 1944 (9 F.R. 12283), and Regulation 7, dated October 5, 1944 (9 F.R. 12285), of the Director of Contract Settlement.

² See Office of Contract Settlement Forms 1, 1a, 1b, 2a, 2b, 2c, 2d and 3 and instructions for use of Standard Contract Settlement Proposal Forms (dated October 1, 1944) which were prescribed by the Director of Contract Settlement by Regulation 8, dated October 13, 1944 (9 F.R. 12541), for use by contractors and subcontractors in settling terminated fixed price war supply contracts.

approved by any company or authorized by the Director of Contract Settlement:³ *Provided, however,* That a contractor whose accounting system is such as to permit the ascertainment of costs on the basis of actual costs shall present his settlement proposal to the extent practicable on an actual cost basis: *And provided, further,* That the percentage of completion basis will not be used in the case of war supply contracts where the contractor can present his costs on the basis of actual, standard, average or estimated costs.

§ 50.3 *Settlements not made by agreement.* (a) In cases where termination claims are not settled by agreement and the amount of fair compensation is determined by the company pursuant to subsection (a) of section 13 of the act, the company will take into account the includable charges, and shall exclude as elements of cost, the items listed in subsection (d) of section 6 of the act; subject, however, to such inclusions or exclusions as the Director of Contract Settlement may by regulation prescribe;⁴ however, where the small size of claims or the nature of production or performance or other factors make it impracticable to apply the principles stated in subsection (d) of section 6 of the act, to any class of settlements which are subject to such subsection, the companies, in determining fair compensation for that class of termination claims, shall use such other standards or methods as in the particular case will result in the contractor receiving fair compensation: *Provided,* That the aggregate amount of compensation in accordance with this paragraph (excluding costs of the kind referred to in paragraphs (3) and (4) of subsection (d) of section 6 of the act) shall not exceed the total contract price reduced by the amount of payments otherwise made or to be made under the contract.

(b) In cases where the contractor and the company are unable to settle a claim in full by agreement and the contractor desires to have the company determine the amount due on the claim or unsettled part pursuant to clause (2) of subsection (a) of section 13 of the act, the contractor shall make written demand on the company for such determination.

(c) Contractors normally will be given advance notice of the intention on the part of the company, pursuant to clause (1) of subsection (a) of section 13 of the act, to make a determination of the amount due on any claim or any unsettled part of any claim in cases where the termination claim has not been settled by agreement or has been so settled only in part. Notice of the intention to make any such determination, the amount ultimately determined to be payable, and

³ See, for example, General Regulation 3, dated September 27, 1944 (9 F.R. 11854), Regulation 6, dated October 4, 1944 (9 F.R. 12283), and Regulation 7, dated October 5, 1944 (9 F.R. 12285), of the Director of Contract Settlement.

⁴ See, for example, Regulation 7, dated October 5, 1944 (9 F.R. 12285) of the Director of Contract Settlement.

a copy of the findings by the company indicating the basis of the determination, shall be forwarded to the contractor over the signature of the president, executive vice-president or any vice-president of the company concerned.

§ 50.4 Arbitration settlements. (a) Pursuant to subsection (e) of section 13 of the act the company responsible for settling any claim and the war contractor asserting the claim, by agreement, may submit all or any part of the termination claim to arbitration, without regard to the amount in dispute. Any war contractor asserting any such claim and desiring so to arbitrate shall serve written notice thereof on the company concerned, and shall give such other notice thereof as may be required by the terms of the war contract.

(b) Pursuant to subsection (f) of section 13 of the act, whenever any dispute exists between any war contractor and a subcontractor regarding any termination claim, either of them, by agreement with the other, may submit the dispute to the company concerned for mediation or arbitration. The war contractor and subcontractor will be notified by the company as to whether it will undertake the mediation or arbitration. If the company is willing to mediate or arbitrate the dispute and so notifies the war contractor and subcontractor, the war contractor and subcontractor shall thereafter be precluded from withdrawing the submission without the consent of the company.

§ 50.5 Defective, informal and quasi contracts. (a) In order to effectuate subsection (a) of section 17 of the act, in cases where any person has arranged to furnish or furnished to a company or to a war contractor any materials, services, or facilities related to the prosecution of the war, without a formal contract, relying in good faith upon the apparent authority of an officer or agent of the company, written or oral instructions, or any other request to proceed from the company, and where such person feels that he is entitled to receive fair compensation therefor from the company, such person shall reduce his claim to writing and shall submit it to the company in the manner prescribed in paragraph (b) hereof with a full presentation of the facts and circumstances in support of the claim.

(b) The claimant shall make any such claim under subsection (a) of section 17 of the act under oath, verified by the claimant or by a principal officer of the claimant and supported in accordance with the following:

(1) Each such claim shall be accompanied by affidavits of the representatives of the claimant and other persons having knowledge of relevant circumstances.

(2) If the claimant relied upon written or oral instructions from the company, he shall furnish with his claim the original or photostatic copies of such written instructions and he shall reduce the oral instructions to writing and include copies thereof in support of his claim.

(3) If the claimant furnished the materials, services, or facilities relying in good faith upon the apparent authority

of an officer or agent of the company, the claimant shall identify the officer or agent, show the nature of the authority on which the claimant relied, why it appeared to the claimant that the officer or agent has such authority, and the extent to which the claimant inquired into the actual authority of the officer or agent.

(4) The claimant will furnish a full description of the materials, services, or facilities for which such claimant is claiming fair compensation.

(5) The claimant shall show when the materials, services, or facilities were furnished, or the arrangements made for furnishing same, whether the materials, services, or facilities furnished were the ones called for under the written or oral instructions or other request to proceed from the company, and shall describe any guaranties, warranties or indemnities that are customarily furnished with such materials, services, or facilities or that were specifically required under the oral or written instructions or request to proceed from the company.

(6) The claimant shall disclose the nature of his performance in respects other than indicated under subparagraph (5) hereof, what commitments were made by the claimant with third parties in reliance upon the written or oral instructions or other request to proceed from the company, shall furnish documentary evidence of any such commitments, and shall show what payments or settlements, if any, were made by the claimant with respect to such commitments.

(7) The claimant shall show what payments, if any, were received by him from the company or officer or agent of the company with respect to such materials, services, or facilities.

(8) The claimant shall furnish a certified statement showing the actual costs and expenses incurred by the claimant in connection with the furnishing of or arranging to furnish such materials, services, or facilities.

(9) The claimant shall submit with his claim a draft of such agreement as he considers suitable to cover the furnishing of the materials, services, or facilities, and, in cases where the materials, services, or facilities have not been furnished, shall state whether the claimant would be willing, if requested by the company, to proceed with the furnishing of, and furnish, the materials, services, or facilities.

(10) The claimant shall show what steps, if any, he has taken to mitigate losses and reduce his claim to a minimum.

(11) The claimant shall furnish such additional evidence in support of his claim as he considers appropriate or as may be requested by the company.

(c) In order to effectuate subsection (b) of section 17 of the act, in cases where any formal or technical defect or omission in any prime contract, or in any grant of authority to an officer or agent of a company who ordered any materials, services, or facilities, might invalidate the contract or commitment, and where the contractor desires to have such contract or commitment amended, confirmed, or ratified in order to cure

such defect or omission, such contractor shall present the claim in writing to the company concerned. The claimant shall include with his claim a full statement of the relevant circumstances. The claimant will be notified whether the claim is of such a nature that it must be supported in the manner set forth in paragraph (b) above.

(d) All claims submitted under section 17 of the act will be investigated and the claimant notified of the disposition made or proposed disposition of the claim.

§ 50.6 Priority in settlements. Pursuant to subsection (a) of section 6 of the act contractors whose facilities are privately owned or privately operated are to receive priority in making settlements of terminated war contracts.

§ 50.7 Interim financing. (a) Applications for advance or partial payments on account of the termination claim of a war contractor should be made to the party from whom the war contractor received notice of termination. Such application shall be made in such form as may be prescribed by the Director of Contract Settlement⁶ or, in the absence of such prescribed form, in such form as may be approved by the Company concerned. In determining the amount of the partial or advance payment to be made, such Company will consider the provisions of sections 8 and 9 of the act and the regulations issued under subsection (c) of section 8 by the Director of Contract Settlement.⁶

(b) In any case where any termination claim is submitted or settled, or interim financing is applied for or made, war contractors, without financial liability in the absence of fraud on their part, may rely upon such certificates relating to termination claims or interim financing as the Director of Contract Settlement⁶ or the company prescribes or approves.

§ 50.8 Removal and storage of materials. The removal and storage of termination inventories and company-owned equipment shall be governed by the following:

(a) Termination inventory located in a plant of a war contractor which the war contractor does not retain, dispose of, or store, except that which may be determined by the company concerned not to be allocable to the terminated war contract or contracts, will, within 60 days or such other period as may be prescribed by the Director of Contract Settlement or such longer period as the war contractor may agree, after demand of the war contractor, unless the contract otherwise provides or storage arrangements are made with him, be removed by the company concerned from the

⁶ With respect to partial payments, see General Regulation 2, dated September 8, 1944 (9 F. R. 11275), of the Director of Contract Settlement.

⁷ See, for example, the certificates included in Office of Contract Settlement Forms 1, 1a, 1b, 2a, 2b, 2c, 2d, and 3, and Instructions, dated October 1, 1944 (9 F. R. 12541), and § 8008.79 of General Reg. 2, dated September 8, 1944 (9 F. R. 11275).

plant of the war contractor. Such demand of the war contractor shall be on such forms of termination inventory schedules and on such certificate as may be prescribed by the Director of Contract Settlement⁷ or, in the absence thereof, on such forms and certificate as may be approved by the company concerned. The demand for removal shall be made by the war contractor on the company concerned through the representative of the company who issued the notice of termination to the prime contractor. Unless otherwise provided by regulation of the Director of Contract Settlement, the demand by a subcontractor for removal of termination inventories shall be accompanied by a certificate of the prime contractor and intervening subcontractors to the effect that the subcontract had been terminated by reason of the termination of the prime contract and intervening subcontracts, and that the property involved is believed to be properly allocable to the terminated prime contract and intervening subcontracts.

(b) Such removal or storage of property does not entitle the war contractor to direct payment for the property by the company. In the case of fixed price prime contracts the transfer of property allocable to the terminated portion of the contract is made by the contractor pursuant to his obligation under the contract and termination article and payment is effected through the settlement of his termination claim. In the case of fixed price subcontractors the subcontractor is paid through settlement of his termination charge for the allocable property removed or stored; in turn the settlement of the termination charge of the subcontractor is included in the termination charges of intervening subcontractors, if any, and of the applicable prime contractor—payment is thus accomplished through settlement of termination claims in the usual manner. Where the property is determined not to be allocable to the terminated prime contract, the company will be liable to the war contractor concerned only for the return of the property to such war contractor or for its disposal value at the time of its removal or for the proceeds realized by the company from its disposal, all at the election of the company concerned, unless the company and the contractor agree or have agreed on a different basis.

(c) A fixed price prime or subcontractor may, unless the contract otherwise provides, at any time after receipt of notice of termination, remove and store any termination inventory at his own risk. Promptly after such removal and storage the war contractor shall deliver to the company written notice of the place of storage.

(d) With respect to the removal of property under terminated cost-plus-a-fixed-fee contracts, company-owned property located in the plant of a war contractor that is not otherwise disposed of within 60 days, or such other period

as may be prescribed by the Director of Contract Settlement, or such longer period as the contractor may agree, after its removal has been requested in the prescribed manner by the war contractor, unless the terminated contract otherwise provides, will be removed by the company or arrangements for storage thereof will be made with the war contractor. The company and the contractor will take a joint inventory before the property is removed or will agree upon arrangements for storage. If the property which the contractor is entitled to have removed by the company is not removed or stored with the contractor pursuant to agreement, then the contractor may remove or store such property under the provisions and upon the conditions set forth in subsection (d) of section 12 of the act, provided the contractor, regardless of any terms of the terminated contract providing for a lesser degree of responsibility for the care and preservation of property during performance of the contract, takes reasonable precaution for the protection of the property.

(e) The policies, principles, methods, procedures, and standards relating to removal of any company-owned machinery, tools, or equipment, which are installed in a war contractor's plant, and which the contractor desires to remove or have removed from his plant pursuant to subsection (g) of section 12 of the act, shall be those prescribed by regulation of the Director of Contract Settlement.⁸

§ 50.9 *Interest on termination claims.* Interest on termination claims under a prime contract or subcontract shall be allowed in accordance with the provisions of subsection (f) of section 6 of the act at the rate of 2½% per annum. Such interest shall not accrue for the period prior to July 21, 1944 nor for the 30 day period next after the date fixed for termination of such contract and may be denied or reduced in accordance with the provisions of such subsection (f). If, in the opinion of the company concerned, the war contractor unreasonably relays the settlement of his claim, interest shall not accrue for the period of such delay as determined by the company.

§ 50.10 *Settlement of terminated subcontracts.* War contractors may make settlement of termination claims arising under subcontracts without approval of the settlement by the company concerned if such authority is exercised within the scope of such authority as may be granted by the Director of Contract Settlement⁹ or by such company, but such authority may be revoked by "termination", "terminate", "terminated", "material", "termination claim", such company at any time before the settlement is concluded by giving or

causing to give notice in writing to the war contractor over the signature of the president, executive vice-president or any vice-president of such company. Written application for authority from a company so to settle subcontract claims should be made to the company concerned.

§ 50.11 *Notices to the companies.* Any request, demand or notice required or authorized to be made to any company hereunder shall be given or made in writing to the company concerned at its address, Washington, D. C. by registered mail, postage prepaid.

§ 50.12 *Definitions.* The terms "prime contract", "subcontract", "war contract", "interim financing", "person", and "termination inventory" as used in this regulation have the same meaning as such terms are used in the Contract Settlement Act of 1944.

Issued at Washington, D. C., this 21st day of October 1944.

[SEAL] RECONSTRUCTION FINANCE CORPORATION,

By CHARLES B. HENDERSON,
Chairman.

Attest:

A. T. HOESON,
Secretary.

[SEAL] DEFENSE PLANT CORPORATION,

By SAM H. HUSBANDS,
President.

Attest:

LEO NIELSON,
Secretary.

[SEAL] DEFENSE SUPPLIES CORPORATION,

By H. A. MULLIGAN,
President.

Attest:

GEORGE H. HUBERT,
Secretary.

[SEAL] METALS RESERVE COMPANY,

By CHARLES B. HENDERSON,
President.

Attest:

FERRIS B. THOMAS,
Secretary.

[SEAL] RUBBER RESERVE COMPANY,

By H. J. KLOSSNER,
President.

Attest:

GEORGE H. HUBERT,
Secretary.

[F. R. Doc. 44-16492; Filed, Oct. 26, 1944;
10:02 a. m.]

TITLE 14—CIVIL AVIATION

Chapter II—Administrator of Civil Aeronautics

[Amdt. 57]

PART 600—DESIGNATION OF CIVIL AIRWAYS

MISCELLANEOUS AIRWAYS

OCTOBER 7, 1944.

Acting pursuant to the authority vested in me by section 302 of the Civil

⁷ See Office of Contract Settlement Forms 2a, 2b, 2c and 2d and the Instructions (dated October 1, 1944).

⁸ See General Regulation 4, dated September 28, 1944 (9 F.R. 11964), of the Director of Contract Settlement.

⁹ See Regulation 6, dated October 4, 1944 (9 F.R. 12283), of the Director of Contract Settlement with respect to settlements by a war contractor of net claims of subcontractors of less than \$1,000 submitted on Office of Contract Settlement Form 1a.

Aeronautics Act of 1938, as amended, I hereby amend Part 600 of the regulations of the Administrator of Civil Aeronautics as follows:

Redesignation of Red Civil Airways Nos. 8, 9, 20, 21 and 34; St. Louis, Mo., to Louisville, Ky., Civil Airway

1. By amending § 600.10207 *Red civil airway No. 8 (Concord, N. H., to Portland, Maine)* to read as follows:

§ 600.10207 *Red civil airway No. 8 (Concord, N. H., to U. S.-Canadian Border)*. From the Concord, N. H., radio range station to the Portland, Maine radio range station. From the Bangor, Maine radio range station to the intersection of the center line of the on course signal of the northeast leg of the Bangor, Maine radio range and the U. S.-Canadian Border.

2. By striking in § 600.10208 *Red civil airway No. 9 (San Diego, Calif., to Tucson, Ariz.)* the following portion of the caption: "Tucson, Ariz." and substituting in lieu thereof the following: "Winslow, Ariz.," and adding after the words: "the northwest leg of the Tucson, Ariz., radio range." the following: "From the Phoenix, Ariz., radio range station to the Winslow, Ariz., radio range station."

3. By striking in § 600.10219 *Red civil airway No. 20 (Detroit, Mich., to Washington, D. C.)* the following portion of the caption: "Detroit, Mich." and substituting in lieu thereof the following: "Lansing, Mich." and deleting the words: "From the Detroit City Airport, Detroit, Mich.," and inserting in lieu thereof the following: "From the Lansing, Mich., radio range station via the intersection of the center lines of the on course signals of the northwest leg of the Romulus, Mich., radio range and the northwest leg of the Selfridge Field, Mich., radio range and the intersection of the center lines of the on course signals of the northwest leg of the Windsor, Ont., Canada, radio range and the northwest leg of the Selfridge, Mich., radio range"

4. By striking in § 600.10220 *Red civil airway No. 21 (Cleveland, Ohio to Bellefonte, Pa.)* the following portion of the caption: "Bellefonte, Pa." and substituting in lieu thereof the following: "Newark, N. J.," and adding after the words: "the Bellefonte, Pa., radio range station." the following: "From the intersection of the center lines of the on course signals of the northeast leg of the Allentown, Pa., radio range and the west leg of the Newark, N. J., radio range to the Newark, N. J., radio range station."

5. By amending § 600.10233, *Red civil airway No. 34 (Raleigh, N. C., to Pulaski, Va.)* to read as follows:

§ 600.10233 *Red civil airway No. 34 (Pulaski, Va., to Raleigh, N. C.)*. From the Pulaski, Va., radio range station to the Greensboro, N. C., radio range station. From the intersection of the center lines of the on course signals of the northeast leg of the Greensboro, N. C., radio range and the northwest leg of the Raleigh, N. C., radio range to the Raleigh, N. C., radio range station.

6. By deleting § 600.10420 *St. Louis, Mo., to Louisville, Ky., Civil Airway*.

This amendment shall become effective 0001 e. w. t., October 31, 1944.

T. P. WRIGHT,
Administrator.

[F. R. Doc. 44-16515; Filed, Oct. 27, 1944; 9:37 a. m.]

[Amdt. 83]

PART 601—DESIGNATION OF CERTAIN
CONTROL AIRPORTS

MISCELLANEOUS AIRWAYS

OCTOBER 7, 1944.

Acting pursuant to the authority vested in me by section 308 of the Civil Aeronautics Act of 1938, as amended, and Special Regulation No. 197 of the Civil Aeronautics Board, I hereby amend Part 601 of the regulations of the Administrator of Civil Aeronautics as follows:

Redesignation of Airway Traffic Control Areas: Red Civil Airways Nos. 8, 20, 21 and 34. Redesignation of Radio Fixes: Green Civil Airways Nos. 2, 3, 4, and 6; Amber Civil Airways Nos. 5 and 6; Red Civil Airways Nos. 3, 8, 10, 12, 13, 14, 20, 21, 23, 34, 42 and 43; and Blue Civil Airway No. 13.

1. By striking in § 601.10208 *Red civil airway No. 8 airway traffic control areas (Concord, N. H., to Portland, Maine)* the following portion of the caption: "Portland, Maine" and substituting in lieu thereof the following: "U. S.-Canadian Border".

2. By striking in § 601.10220 *Red civil airway No. 20 airway traffic control areas (Detroit, Mich., to Washington, D. C.)* the following portion of the caption: "Detroit, Mich." and substituting in lieu thereof the following: "Lansing, Mich."

3. By amending § 601.10221 *Red civil airway No. 21 airway traffic control areas (Cleveland, Ohio to Woodward, Pa.)* to read as follows:

§ 601.10221 *Red civil airway No. 21 airway traffic control areas (Cleveland, Ohio to Newark, N. J.)*. All of Red civil airway No. 21.

4. By amending § 601.10234 *Red civil airway No. 34 airway traffic control areas (Raleigh, N. C., to Pulaski, Va.)* to read as follows:

§ 601.10234 *Red civil airway No. 34 airway traffic control areas (Pulaski, Va., to Raleigh, N. C.)*. All of Red civil airway No. 34.

5. By inserting in § 601.4002 *Green civil airway No. 2 (Seattle, Wash., to Boston, Mass.)* after the words: "Romulus, Mich., (Romulus Army Air Field) radio range station;" the following: "the intersection of the center lines of the on course signals of the east leg of the Romulus, Mich., (Romulus Army Air Field) radio range and the southeast leg of the Selfridge, Mich., radio range;"

6. By deleting in § 601.4003 *Green civil airway No. 3 (San Francisco, Calif., to New York, N. Y.)* after the words: "Mo-

line, Ill., radio range station;" the following: "Newark, Ill., fan type radio marker station, or the intersection of the center lines of the on course signals of the southwest leg of the Chicago, Ill., radio range and the east leg of the Moline, Ill., radio range;"

7. By inserting in § 601.4004 *Green civil airway No. 4 (Los Angeles, Calif., to Philadelphia, Pa.)* after the words: "Indianapolis, Ind., radio range station;" the following: "the intersection of the center lines of the on course signals of the east leg of the Indianapolis, Ind., radio range and the northwest leg of the Cincinnati, Ohio radio range;"

8. By inserting in § 601.4006 *Green civil airway No. 6 (Alice, Tex., to Norfolk, Va.)* after the words: "Greensboro, N. C., radio range station;" the following: "the intersection of the center lines of the on course signals of the northeast leg of the Greensboro, N. C., radio range and the south leg of the Lynchburg, Va., radio range;"

9. By deleting in § 601.4015 *Amber civil airway No. 5 (New Orleans, La., to Milwaukee, Wis.)* after the words: "Joliet, Ill., radio range station;" the following: "the intersection of the center lines of the on course signals of the northeast leg of the Joliet, Ill., radio range and the southwest leg of the Chicago, Ill., radio range;" and adding after the words: "Chicago, Ill., radio range station;" the following: "The intersection of the center lines of the on course signals of the northwest leg of the Chicago, Ill., radio range and the northeast leg of the Joliet, Ill., radio range."

10. By inserting in § 601.4016 *Amber civil airway No. 6 (Jacksonville, Fla., to Niagara Falls, N. Y.)* after the words: "Macon, Ga., radio range station;" the following: "the intersection of the center lines of the on course signals of the northwest leg of the Atlanta, Ga., radio range and the west leg of the Atlanta, Ga., (Atlanta, Gordon Field) radio range;"

11. By amending § 601.40203 *Red civil airway No. 3 (Philadelphia, Pa., to New York, N. Y.)* to read as follows:

§ 601.40203 *Red civil airway No. 3 (Philadelphia, Pa., to New York, N. Y.)*. The intersection of the center lines of the on course signals of the northeast leg of the Philadelphia, Pa., radio range and the southwest leg of the New York, N. Y., (New York, LaGuardia Field) radio range.

12. By striking in § 601.40208 *Red civil airway No. 8 (Concord, N. H., to Portland, Maine)* the following portion of the caption: "Portland, Maine" and substituting in lieu thereof the following: "U. S.-Canadian Border".

13. By deleting in § 601.40210 *Red civil airway No. 10 (Trinidad, Colo., to Charleston, S. C.)* the following: "the intersection of the center lines of the on course signals of the southeast leg of the Columbia, S. C., radio range and the northwest leg of the Charleston, S. C., radio range."

14. By amending § 601.40212 *Red civil airway No. 12 (Kansas City, Mo., to Detroit, Mich.)* to read as follows:

§ 601.40212 *Red civil airway No. 12 (Kansas City, Mo., to Detroit, Mich.)* Kirksville, Mo., radio range station; Burlington, Iowa radio range station; South Bend, Ind., radio range station; the intersection of the center lines of the on course signals of the south leg of the Lansing, Mich., radio range and the west leg of the Romulus, Mich., radio range.

15. By amending § 601.40213 *Red civil airway No. 13 (Westfield, Mass., to Boston, Mass.)* to read as follows:

§ 601.40213 *Red civil airway No. 13 (Westfield, Mass., to Boston, Mass.)* The intersection of the center lines of the on course signals of the southwest leg of the Boston, Mass., radio range and the west leg of the Providence, R. I., radio range; Providence, R. I., radio range station.

16. By amending § 601.40214 *Red civil airway No. 14 (Lone Rock, Wis., to Louisville, Ky.)* to read as follows:

§ 601.40214 *Red civil airway No. 14 (Lone Rock, Wis., to Louisville, Ky.)*. Rockford, Ill., radio range station; the intersection of the center lines of the on course signals of the northeast leg of the Lafayette, Ind., radio range and the northwest leg of the Indianapolis, Ind., radio range; the intersection of the center lines of the on course signals of the south leg of the Indianapolis, Ind., radio range and the west leg of the Louisville, Ky., radio range.

17. By striking in § 601.40220 *Red civil airway No. 20 (Detroit, Mich., to Washington, D. C.)* the following portion of the caption: "Detroit, Mich." and substituting in lieu thereof the following: "Lansing, Mich."

18. By striking in § 601.40221 *Red civil airway No. 21 (Cleveland, Ohio to Woodward, Pa.)* the following portion of the caption: "Woodward, Pa." and substituting in lieu thereof the following: "Newark, N. J."

19. By striking in § 601.40223 *Red civil airway No. 23 (U. S.-Canadian Border to New York, N. Y.)* the following words: "The East Pembroke, N. Y., fan type radio marker station, or the intersection of the center lines of the on course signals of the east leg of the Buffalo, N. Y., radio range and the northwest leg of the Elmira, N. Y., radio range;" and substituting in lieu thereof the following: "The intersection of the center lines of the on course signals of the northwest leg of the Elmira, N. Y., radio range and the southwest leg of the Rochester, N. Y., radio range;"

20. By amending § 601.40234 *Red civil airway No. 34 (Raleigh, N. C., to Pulaski, Va.)* to read as follows:

§ 601.40234 *Red civil airway No. 34 (Pulaski, Va., to Raleigh, N. C.)*. No radio fix designation.

21. By amending § 601.40242 *Red civil airway No. 42 (Joliet, Ill., to Lafayette, Ind.)* to read as follows:

§ 601.40242 *Red civil airway No. 42 (Joliet, Ill., to Lafayette, Ind.)*. No radio fix designation.

22. By amending § 601.40243 *Red civil airway No. 43 (Chicago, Ill., to Lafayette, Ind.)* to read as follows:

§ 601.40243 *Red civil airway No. 43 (Chicago, Ill., to Lafayette, Ind.)*. No radio fix designation.

23. By amending § 601.40313 *Blue civil airway No. 13 (Lake Charles, La., to Chanute, Kans.)* to read as follows:

§ 601.40313 *Blue civil airway No. 13 (Lake Charles, La., to Chanute, Kans.)*. The intersection of the center lines of the on course signals of the northwest leg of the Shreveport, La., radio range and the southwest leg of the Texarkana, Ark., radio range; the intersection of the center lines of the on course signals of the north leg of the Neosho, Mo., radio range and the east leg of the Chanute, Kans., radio range.

This amendment shall become effective 0001 e. w. t., October 31, 1944.

T. P. WRIGHT,
Administrator.

[F. R. Doc. 44-16514; Filed, Oct. 27, 1944;
9:37 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 4759]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

GRATER-BODEY CO., ET AL.

§ 3.7 *Aiding, assisting and abetting unfair or unlawful act or practice:* § 3.30 (c 5) *Cutting off competitors' access to customers or market—interfering with competitive bids or price quotations:* § 3.72 (c 10) *Offering deceptive inducements to purchase or deal—Fictitious bids or price quotations:* § 3.92 *Submitting sham or fictitious bids or price quotations.* In connection with offer, etc., in commerce, of "millwork and lumber", (1) submitting or procuring, assisting, or cooperating in the submission to any buyer of multiple bids or price quotations for the same materials for use on the same project but in the names of different or apparently different prospective sellers; (2) aiding, assisting, or cooperating in any manner in the submission of any sham, fictitious, fraudulent, or non-competitive bids or price quotations to any buyer or prospective buyer, or to any official or awarding authority of any Federal agency or to any one acting for or on its behalf, or for or on behalf of any contractor with such agency; (3) interfering with or assisting in interfering with the procurement or consideration of genuinely competitive bids or price quotations by any Federal agency or any official or awarding authority of such agency, or by any buyer or prospective buyer; (4) promoting, establishing, carrying out, or continuing any act or practice for the purpose or with the effect of maintaining or presenting a false appearance of competition between or among sellers in the submission of price quotations or bids to buyers or prospective buyers; or (5) arranging or attempting to arrange for the filing of any bid in the name of one ostensibly

competing bidder when the prices and terms are in fact determined by some other bidder or when in fact the bid is not a bona fide bid; prohibited. (Sec. 5, 38 Stat. 719 as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Grater-Bodey Company, et al., docket 4759, September 6, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 6th day of September, A. D. 1944.

In the Matter of Grater-Bodey Company, a Corporation, and S. W. Roberts, Individually and as President of Grater-Bodey Company

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the substitute answer of the respondents, in which answer respondents admit all of the material allegations set forth in said complaint and waive all intervening procedure and further hearing as to the facts, and the Commission having made its findings as to the facts and its conclusion that respondents have violated the provisions of section 5 of the Federal Trade Commission Act:

It is ordered, That respondents Grater-Bodey Company, a corporation, and S. W. Roberts, individually and as president of Grater-Bodey Company, their respective representatives, agents, and employees, in connection with the offering for sale, sale, and distribution of "millwork and lumber" in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from doing or performing any of the following acts, things, or practices:

1. Submitting or procuring, assisting, or cooperating in the submission to any buyer of multiple bids or price quotations for the same materials for use on the same project but in the names of different or apparently different prospective sellers.

2. Aiding, assisting, or cooperating in any manner in the submission of any sham, fictitious, fraudulent, or non-competitive bids or price quotations to any buyer or prospective buyer, or to any official or awarding authority of any Federal agency or to any one acting for or on its behalf, or for or on behalf of any contractor with such agency.

3. Interfering with or assisting in interfering with the procurement or consideration of genuinely competitive bids or price quotations by any Federal agency or any official or awarding authority of such agency, or by any buyer or prospective buyer.

4. Promoting, establishing, carrying out, or continuing any act or practice for the purpose or with the effect of maintaining or presenting a false appearance of competition between or among sellers in the submission of price quotations or bids to buyers or prospective buyers.

5. Arranging or attempting to arrange for the filing of any bid in the name of one ostensibly competing bidder when the prices and terms are in fact determined

by some other bidder or when in fact the bid is not a bona fide bid.

It is further ordered, That the respondents shall, within sixty (60) days after the service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-16540; Filed, Oct. 27, 1944;
11:39 a. m.]

[Docket No. 5100]

PART 3—DIGEST OF CEASE AND DESIST
ORDERS

ATLANTIC COMMERCIAL AGENCY, INC., ET AL.

§ 3.69 (a) *Misrepresenting oneself and goods—Business status, advantages or connections—Connections and arrangements with others:* § 3.69 (a) *Misrepresenting oneself and goods—Business status, advantages or connections—Nature, in general:* § 3.69 (a) *Misrepresenting oneself and goods—Business status, advantages or connections—size or equipment:* § 3.72 (n10) *Offering deceptive inducements to purchase or deal—Terms and conditions:* § 3.96 (b) *Using misleading name—Vendor—Nature, in general.* In connection with the use, in commerce, of form letters, post cards, or other mailable matter, (1) using the words "Continental Inheritance Service" or "Inheritance Bureau Division" or any other word or words which import or imply a relationship to estates or to the rights or interests of heirs thereof, to designate, describe or refer to the business of respondents, or any of them, in seeking information concerning debtors or alleged debtors; (2) representing, directly or by implication, that respondents, or any of them, in the seeking of information concerning debtors or alleged debtors, have correspondents in all principal cities of the world; (3) representing, directly or by implication, that respondents, or any of them, in the seeking of information concerning debtors or alleged debtors, act as counselors to those in charge of estates or are engaged in the business of locating heirs to estates or to interests therein; (4) representing, directly or by implication, that respondents, or any of them, in the seeking of information concerning debtors or alleged debtors, act as examiners for title insurance companies; (5) representing, directly or by implication, that respondents, or any of them, in the seeking of information concerning debtors or alleged debtors, are engaged in genealogical research, actuarial work or the searching of records; (6) representing, directly or by implication, that persons concerning whom information is sought by means of form letters, post cards or other mailable matter, to be used in the collection of debts, have or may have interests in estates or lands; or (7) using form letters, post cards or other mail-

able matter for the purpose of obtaining information to be used in the collection of debts which represent, directly or by implication, that the purpose of the inquiry is other than that of obtaining information to be so used; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C. sec. 45b) [Cease and Desist Order, Atlantic Commercial Agency Incorporated, et al. Docket No. 5100, September 25, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 25th day of September, A. D. 1944.

In the Matter of Atlantic Commercial Agency, Inc., a Corporation, Gerald H. Strickland and G. Russell Walsh, Individually and as Managers of Atlantic Commercial Agency, Inc., and S. Mortimer Hirshorn and Dorothy Boyden, Individuals

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of respondent S. Mortimer Hirshorn and testimony and other evidence taken before Arthur F. Thomas, an examiner of the Commission theretofore duly designated by it, in support of the allegations of the complaint and in opposition thereto, respondents having waived all intervening procedure and further hearings as to the facts, and the Commission having made its findings as to the facts and its conclusion that the respondents have violated the provisions of the Federal Trade Commission Act:

It is ordered, That respondent Atlantic Commercial Agency, Inc., a corporation, its officers, agents, representatives and employees, and respondents Gerald H. Strickland, G. Russell Walsh, S. Mortimer Hirshorn, and Dorothy Boyden, individuals, their agents, representatives and employees, directly or through the use of any corporate or other device, in connection with the use of form letters, post cards, or other mailable matter in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Using the words "Continental Inheritance Service" or "Inheritance Bureau Division" or any other word or words which import or imply a relationship to estates or to the rights or interests of heirs thereof, to designate, describe or refer to the business of respondents, or any of them, in seeking information concerning debtors or alleged debtors;

(2) Representing, directly or by implication, that respondents, or any of them, in the seeking of information concerning debtors or alleged debtors, have correspondents in all principal cities of the world;

(3) Representing, directly or by implication, that respondents, or any of them, in the seeking of information concerning debtors or alleged debtors, act as counselors to those in charge of estates or are engaged in the business of locating heirs to estates or to interests therein;

(4) Representing, directly or by impli-

cation, that respondents, or any of them, in the seeking of information concerning debtors or alleged debtors, are engaged in genealogical research, actuarial work or the searching of records;

(5) Representing, directly or by implication, that respondents, or any of them, in the seeking of information concerning debtors or alleged debtors, are engaged in genealogical research, actuarial work or the searching of records;

(6) Representing, directly or by implication, that persons concerning whom information is sought by means of form letters, post cards or other mailable matter, to be used in the collection of debts, have or may have interests in estates or lands;

(7) Using form letters, post cards or other mailable matter for the purpose of obtaining information to be used in the collection of debts which represent, directly or by implication, that the purpose of the inquiry is other than that of obtaining information to be so used.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-16541; Filed, Oct. 27, 1944;
11:40 a. m.]

[Docket No. 4914]

PART 3—DIGEST OF CEASE AND DESIST
ORDERS

BUREAU OF ENGRAVING, INC., AND ART INSTRUCTION, INC.

§ 3.6 (a10) *Advertising falsely or misleadingly—Comparative data or merits:* § 3.6 (1) *Advertising falsely or misleadingly—Indorsements, approval and testimonials:* § 3.18 *Claiming indorsements or testimonials falsely or misleadingly:* § 3.48 (a) *Disparaging competitors and their products—Competitors—Facilities, service, size or scope:* § 3.48 (a) *Disparaging competitors and their products—Competitors—Personnel:* § 3.51 *Enforcing dealings or payments wrongfully:* § 3.39 (a) *Misrepresenting oneself and goods—Business status, advantages or connections—Concealed subsidiary or "alter ego":* § 3.96 (b) *Using misleading name—Vendor—Concealed subsidiary or "alter ego".* In connection with offer, etc., in commerce, of correspondence courses in commercial art, (1) representing, or implying that competing resident art schools do not have competent instructors, or required facilities for the teaching of commercial designing, cartooning and illustrating; or that respondents' correspondence courses in said subjects are of greater value or benefit than similar courses offered by resident schools; (2) using undated testimonial letters in catalogues and other advertising literature; or (3) using fictitious trade names for the purpose of collecting delinquent accounts, or representing or implying

that any collection agency is an independent and separate organization when it is in fact owned, operated or controlled by respondents; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Bureau of Engraving, Inc. et al., Docket 4914, September 18, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 18th day of September, A. D. 1944.

In the Matter of Bureau of Engraving, Inc., a Corporation, and Art Instruction, Inc., a Corporation

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of respondents in which answer respondents admit all the material allegations of fact set forth in said complaint, with the exception of the allegations pertaining to the use of the words "Bureau of Engraving" in the corporate name of respondent Bureau of Engraving, Inc., and state that they waive all intervening procedure and further hearing as to said facts; and the Commission having made its findings as to the facts and conclusion that said respondents have violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondents, Bureau of Engraving, Inc., a corporation, and Art Instruction, Inc., a corporation, their respective officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of correspondence courses in commercial art in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing or implying that competing resident art schools do not have competent instructors, or required facilities for the teaching of commercial designing, cartooning and illustrating; or that respondents' correspondence courses in said subjects are of greater value or benefit than similar courses offered by resident schools.

2. The use of undated testimonial letters in their catalogs and other advertising literature.

3. The use of fictitious trade names for the purpose of collecting delinquent accounts, or representing or implying that any collection agency is an independent and separate organization when it is in fact owned, operated or controlled by respondents.

It is further ordered, That the respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-16542; Filed, Oct. 27, 1944;
11:41 a. m.]

TITLE 29—LABOR

Chapter VII—War Manpower Commission

[Regulation 4, Amdt. 1]

PART 904—TRANSFER OF WORKERS AT INCREASED RATES OF PAY

EXCLUSIONS

Pursuant to the authority vested in me as Chairman of the War Manpower Commission by Executive Orders Nos. 9139, 9279, and 9328 (7 F.R. 2919, 10177, and 8 F.R. 4681), War Manpower Commission Regulation No. 4, as revised, (8 F.R. 11337), is hereby amended, effective as of the date of the Economic Stabilization Director's approval, as follows:

1. Section 904.3 is amended to read as follows:

§ 904.3 *Exclusions*. No provision of this regulation shall be applicable to:

(a) The hiring of a new employee for agricultural employment;

(b) The hiring of an employee in any Territory or possession of the United States, except Alaska and Hawaii;

(c) The hiring by a State, county, or municipal government, or their political subdivisions, or their agencies and instrumentalities, unless such State, county or municipal government, or any political subdivision or agency, or instrumentality has indicated its willingness to conform, to the maximum extent practicable under the Constitution and laws applicable to it, with this regulation;

(d) The hiring of a new employee for domestic service.

2. Paragraph (c) of § 904.4 is amended to read as follows:

(c) "New employee" means any individual who has not been in the employ of the hiring employer at any time during the preceding 30-day period. For the purpose of this definition, supplemental, casual or other types of short-time or intermittent employment excluded under the applicable employment stabilization program, shall be disregarded.

PAUL V. McNUTT,
Chairman.

OCTOBER 21, 1944.

Approved: October 23, 1944.

FRED M. VINSON,
Economic Stabilization Director.

[F. R. Doc. 44-16504; Filed, Oct. 26, 1944;
3:21 p. m.]

[Reg. 7, Amdt. 3]

PART 907—GOVERNING EMPLOYMENT STABILIZATION PROGRAM

MISCELLANEOUS AMENDMENTS

Pursuant to the authority vested in me as Chairman of the War Manpower Commission by Executive Orders Nos. 9139 and 9279 (7 F.R. 2919, 10177) and War Manpower Commission Regulation No. 4 (8 F.R. 11337), War Manpower Commission Regulation No. 7 (8 F.R. 11338), as amended, is hereby further amended, effective as of the date hereof, as follows:

1. Paragraph (f) of § 907.4 is amended to read as follows:

(f) *Exclusions*. No provision of the employment stabilization program shall be applicable to:

(1) The hiring of a new employee for agricultural employment;

(2) The hiring of an employee in any Territory or possession of the United States, except Alaska and Hawaii;

(3) The hiring by a foreign, State, county or municipal government, or their political subdivisions, or their agencies, and instrumentalities, or (for purposes of § 907.4 (a) only) to the hiring of any of their employees, unless such foreign, State, county, or municipal government, or political subdivision or agency or instrumentality has indicated its willingness to conform, to the maximum extent practicable under the Constitution and laws applicable to it, with the program;

(4) The hiring of a new employee for domestic service;

(5) The hiring of a school teacher for vacation employment or the rehiring of a school teacher for teaching at the termination of the vacation period.

2. The introductory paragraph of § 907.5 is amended to read as follows:

§ 907.5 *Optional provisions*. Regional and Area Manpower Directors, after consultation with their Management-Labor War Manpower Committees, may include in employment stabilization programs provisions such as the following designed to meet special manpower needs in the localities affected, but except as specifically authorized herein, no such provision shall conflict with § 907.4 of this regulation or with any State or Federal law.

3. Paragraph (g) of § 907.5 is amended to read as follows:

(g) Provisions governing the release of individuals by employers by whom they were hired or solicited in violation of employment stabilization programs, provisions for disregarding for purposes of the 60-day clause in § 907.4 (a) hereof, periods during which individuals were employed in violation of employment stabilization programs or in employments excluded from the programs, and other provisions pertaining to the enforcement of a program.

4. Paragraph (i) of § 907.5 is amended to read as follows:

(i) Provisions designed (1) to permit the hiring of an individual by, or of an individual whose last regular employment was with, a small establishment without regard to the requirements of the program, except that no establishment regularly employing more than eight employees shall be treated as a small establishment for the purpose of this paragraph, or (2) to exclude from the requirements of the program the hiring of individuals last employed in domestic service or last employed by foreign, State or local governments or their instrumentalities, or (3) to exclude the hiring of individuals for supplemental or casual work, or for other types of shorttime or inter-

mittent employment, the coverage of any of which would involve undue administrative burdens and would not measurably contribute to the accomplishment of the objectives of this regulation.

5. Section 907.5 is further amended by adding thereto the following two new paragraphs:

(k) Provision for initial issuance of statements of availability by the United States Employment Service in lieu of the individual's employer under some or all of the circumstances set forth in § 907.4 (b) of this regulation.

(l) Provisions which while conflicting in substantive respects with § 907.4 of this regulation, are approved by the Chairman of the War Manpower Commission after consultation with the Management-Labor Policy Committee and after a finding by him (1) that such provisions are necessary to meet manpower problems peculiar in the locality to which the program applies and are consistent with the fundamental objectives and policies upon which the regulation is based, and (2) that such provisions have previously received the unanimous recommendation of the appropriate area or regional Management-Labor War Manpower Committee and manpower director.

6. Paragraph (c) of § 907.6 is amended to read as follows:

(c) "New employee" means any individual who has not been in the employment of the hiring employer at any time during the preceding 30-day period. For the purpose of this definition, supplemental, casual or other types of short-time or intermittent employment excluded under the program, shall be disregarded.

PAUL V. McNUTT,
Chairman.

OCTOBER 21, 1944.

[F. R. Doc. 44-16505; Filed, Oct. 26, 1944; 3:21 p. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

AUTHORITY: Regulations in this chapter, unless otherwise noted at the end of documents affected, issued under sec. 2 (a), 54 Stat. 678, as amended by 55 Stat. 236 and 56 Stat. 177; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended Dec. 31, 1943, 9 F.R. 64.

PART 944—REGULATIONS APPLICABLE TO THE OPERATION OF THE PRIORITIES SYSTEM

[Priorities Reg. 24, Revocation of Direction 1]

FILING OF FORM WPB-3940 BY MACHINE TOOL BUILDERS SUBJECT TO GENERAL PREFERENCE ORDER E-1-B

Direction 1 to Priorities Regulation 24 is hereby revoked.

Issued this 27th day of October 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-16528; Filed, Oct. 27, 1944; 11:13 a. m.]

PART 3102—NATIONAL EMERGENCY SPECIFICATIONS FOR STEEL PRODUCTS

[Limitation Order L-211, Schedule 14, as Amended Oct. 27, 1944]

STEEL FENCE POSTS

§ 3102.15 *Schedule No. 14 to Limitation Order L-211—(a) Restrictions on production.* (1) No person shall produce steel fence posts (including end and corner posts and braces), except from steel in the form of rerolled rail stock, top cuts, discard billets, bessemer pipe, or from idle or excess inventory.

(2) No person shall produce steel fence posts for snow fence, agricultural and railroad use, except in accordance with specifications set forth in List 1 attached hereto.

(b) *Restrictions on delivery and acceptance.* No person shall deliver or accept delivery of any steel fence posts which he knows or has reason to believe were produced in violation of the provisions of paragraph (a).

(c) *Exceptions.* The provisions of paragraphs (a) and (b) shall not apply to any steel fence posts

(1) The production, delivery or acceptance of which is specifically authorized in writing by the War Production Board, or

(2) Which have been produced prior to July 6, 1943, or which prior to such date have been processed in such manner and to such extent that processing to conform to such provisions would be impracticable.

(d) *Records.* Each person owning or possessing steel fence posts excepted by the provisions of paragraph (c) shall retain records of such material available for inspection by duly authorized representatives of the War Production Board.

Issued this 27th day of October 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST 1

Line post:

Number of styles (Not more than two):

One weighing 1.33 pounds per foot maximum.

One weighing 1.12 pounds per foot minimum.

Wire fastening:

Optional.

Lengths:

5'0", 5'6", 6'0", 6'6", 7'0", 7'6", 8'0".

Anchor plate:

In accordance with manufacturer's standard practice.

Paint:

Not more than one coat, color optional, no ornamentation.

Bundling practice as before.

Electric fence post:

One style, weight, and length, namely 1" x 1" angle, 4'6" long, maximum weight 3½ pounds.

No anchor plate.

No pointing.

Not more than one coat of paint, color optional, no ornamentation.

Bundling practice as before.

[F. R. Doc. 44-16527; Filed, Oct. 27, 1944; 11:13 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[Conservation Order M-138, as Amended Oct. 27, 1944]

ISTLE

§ 3290.261 *Conservation Order M-138—(a) Definitions.* For the purposes of this order:

(1) "Istle" means raw unprocessed pita and palma istle of the grade "fair average quality" only.

(2) "Istle product" means yarn, roving, or twine or products made therefrom processed from "istle," alone or in combination with other fibers.

(3) "Processor" means any person who processes "istle" or any "istle product."

(4) "Damaged istle" means "istle" that has been rejected by Defense Supplies Corporation, or "istle upon which an adjustment has been made by an insurance adjuster as a result of any kind of damage making a given bale or bales unsuitable, wholly or in part, for use in the manufacture of products permitted by this order.

(5) [Deleted July 5, 1944]

(6) [Deleted July 5, 1944]

(b) *Importation of istle.* The importation of istle and istle products is subject to the provisions of General Imports Order M-63 as amended from time to time.

(c) *Processing restrictions.* (1) No person shall put into process any istle or istle product, except for incorporation into any of the following products:

(i) Rope.

(ii) Twine, *Provided*, That in manufacturing twine in any calendar month a processor shall not use more Pita istle F.A.Q. than one-twelfth of the amount of that grade which he put into process for twine during the calendar year 1943 or more than the War Production Board may authorize him to use if, in 1943, he did not process such istle for twine.

(iii) Any product for ultimate delivery to, or for incorporation into any material for ultimate delivery to the Army or Navy of the United States, the Maritime Commission or War Shipping Administration.

(iv) Any product, for the manufacture of which any istle or istle product is allocated in accordance with paragraph (e).

(d) *Restrictions on the use of damaged istle and damaged istle products.* Any processor or dealer who has in his possession damaged istle defined in paragraph (a) (4), or istle products defined in paragraph (a) (2) that are damaged, shall report to the War Production Board the nature of the damage and the quantity not suitable for the manufacture of the products, or for the end uses permitted by this order. The report shall be by letter setting forth all pertinent facts, including a statement of the portion of each bale or package actually damaged. After making that report and receiving from the War Production Board an acknowledgment which does not object to his claim of damage, he may then use

or dispose of the portion of each bale or package, actually damaged and so reported, free from the restrictions of this order. (Note: See paragraph (i).)

(e) *Control and allocation.* The War Production Board may from time to time allocate the supply of istle, and istle products, and specifically direct the time, manner and quantities in which deliveries to or by particular processors shall be made or withheld. It may also direct, permit, or prohibit particular uses of istle, or istle products, by any processor, in connection with the allocation of such material to him. Any direction, prohibition or allocation, pursuant to this paragraph, must, to be valid, be in writing and in the name of the War Production Board.

(f) *Restrictions on deliveries.* No person shall accept delivery of, or purchase any istle or istle product, for any use prohibited by this order. No person shall sell or deliver any istle or istle product to any person whom he knows or has reason to believe is not entitled to receive the same, or to any person who he has reason to believe will put such material to a use prohibited by this order.

(g) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(h) *Applicability of regulations.* This order and all transactions affected thereby are subject to all the applicable provisions of the regulations of the War Production Board, as amended from time to time.

(i) *Reports.* Any person who acquires or puts into process any istle shall report on Form WPB-914, formerly PD-469-Part 1, as required on the form. The reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942. Persons affected by this order shall file such other reports and questionnaires as may from time to time be required, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(j) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Textile, Clothing and Leather Bureau, Washington 25, D. C., Reference: M-138.

(k) *Violations.* Any person who willfully violates any provision of this order or who, in connection with this order, willfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority con-

trol and may be deprived of priorities assistance.

Issued this 27th day of October 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-16526; Filed, Oct. 27, 1944;
11:13 a. m.]

Chapter XI—Office of Price Administration

PART 1305—ADMINISTRATION

[Gen. RO 5; Amdt. 63]

FOOD RATIONING FOR INSTITUTIONAL USERS

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

General Ration Order No. 5 is amended in the following respects:

1. Section 5.7 (a) is amended by changing the phrase "May-June, July-August and September-October 1944" to read "May-June, July-August, September-October and November-December 1944."

2. Section 5.7 (d) (1) is amended by changing the phrase "May-June, July-August and September-October 1944" to read "May-June, July-August, September-October and November-December 1944."

3. Section 5.7 (d) (2) is amended by inserting the words "during the period for which this adjustment is sought," between the words "must be made" and the words "on OPA Form R-315" and by inserting the words "or November-December" between the words "September-October" and the words "1944 period."

4. Section 5.7 (d) (4) is amended by changing the phrase "May-June, July-August or September-October 1944" to read "May-June, July-August, September-October or November-December 1944."

This amendment shall become effective November 1, 1944.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179, WPB Dir. 1, Supp. Dir. 1-E, 1-M and 1-R, 7 F.R. 562, 2965, 2734, 9684, respectively; War Food Order Nos. 56, 58, 59, 61 and Supplement 1 thereto, and 64, 8 F.R. 2005, 2251, 3471, 7093, 9 F.R. 4319, 9134, 9389)

Issued this 26th day of October 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-16509; Filed, Oct. 26, 1944;
4:28 p. m.]

*Copies may be obtained from the Office of Price Administration.

*8 F.R. 10002, 11479, 11480, 11676, 12403, 12483, 12744, 14472, 15488, 16787, 17485; 9 F.R. 401, 455, 692, 1810, 2212, 2252, 2257, 2476, 2789, 3030, 3075, 3340, 4577, 3704, 4103, 4393, 4647, 4873, 5041, 5232, 5624, 5826, 5915, 6103, 6504, 6628, 7167, 7260, 7703, 7770, 8242, 8313.

PART 1375—EXPORT PRICES

[2d Rev. Max. Export Price Reg., Amdt. 11]

ADJUSTABLE PRICING

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

The Second Revised Maximum Export Price Regulation is amended by adding a new section 12a to read as follows:

SEC. 12a. *Adjustable pricing.* Any exporter may, notwithstanding the other provisions of this regulation, sell or agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery.

This Amendment No. 11 shall become effective November 1, 1944.

Issued this 27th day of October 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-16533; Filed, Oct. 27, 1944;
11:38 a. m.]

PART 1396—FINE CHEMICALS, DRUGS AND COSMETICS

[MPR 472; Amdt. 6]

CERTAIN ESSENTIAL OILS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 5 (b) of Maximum Price Regulation No. 472 is amended to read as follows:

(b) *Imports (Maximum Import Price Regulation applicable).* The provisions of this regulation do not apply to the purchases, sales or deliveries of the essential oils listed above which originate outside of and are imported into the continental United States, except as otherwise specifically provided in this regulation. Sales, purchases and deliveries of such imported essential oils listed above that are not specifically provided for in this regulation are subject to the provisions of the Maximum Import Price Regulation.

This amendment shall become effective November 1, 1944.

Issued this 27th day of October 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-16537; Filed, Oct. 27, 1944;
11:38 a. m.]

*Copies may be obtained from the Office of Price Administration.

*8 F.R. 4132, 5987, 7662, 8993, 15183; 9 F.R. 1030, 5435, 5923, 7201, 9334, 11273.

*8 F.R. 13126; 9 F.R. 3426, 4197, 6710, 11851, 12262.

PART 1373—PERSONAL AND HOUSEHOLD
ACCESSORIES

[MPR 564]

FOUNTAIN PENS AND MECHANICAL PENCILS

A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and filed with the Division of the Federal Register.*

In the judgment of the Price Administrator, the maximum prices established by this regulation are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended.

The Price Administrator has advised and consulted with members of the industry which will be affected by this regulation, and has given consideration to their recommendations.

ARTICLE I—WHAT THIS REGULATION COVERS

Sec.

1. Articles covered by this regulation.
2. Transactions covered by this regulation.

ARTICLE II—SALES BY MANUFACTURERS

3. Concurrent regulation.
4. Manufacturers' invoices.
5. Sales, model designation, retail ceiling price.

ARTICLE III—SALES AT WHOLESALE

6. Wholesalers' maximum prices.
7. Wholesalers' applications for retail ceiling prices.
8. Wholesalers' invoices.

ARTICLE IV—SALES AT RETAIL

9. Retail ceiling prices.
10. Retail sales and tagging.
11. Retailers' applications for retail ceiling prices.
12. Charges for credit and other services.
13. Sales slips and receipts.

ARTICLE V—GENERAL PROVISIONS

14. Relation between this regulation and the General Maximum Price Regulation.
15. Records.
16. Taxes.
17. Export sales.
18. Definitions.
19. Compliance with the regulation.
20. Delegation of authority.
21. Petitions for amendment.
22. Geographical applicability.
23. Table of retail ceiling prices.

AUTHORITY: § 1373.3 issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

ARTICLE I—WHAT THIS REGULATION COVERS

SECCIÓN 1. *Articles covered by this regulation.* (a) This regulation covers all fountain pens and mechanical pencils (including fountain pen and mechanical pencil sets) except the following:

- (1) Used articles. (These are covered by Maximum Price Regulation No. 429.)
- (2) Articles manufactured outside continental United States. (These are covered by Maximum Import Price Regulation.)

(3) Articles with barrel or cap of solid gold, platinum, or palladium. (These are covered by Maximum Price Regulation No. 188² at the manufacturing level, and by the General Maximum Price Regulation⁴ at all other levels.)

(4) Articles imprinted with advertising and which are designed to be given, rather than sold, to the ultimate user. (These are covered by Maximum Price Regulation No. 188 at the manufacturing level, and by the General Maximum Price Regulation at all other levels.)

(5) Articles sold as parts of a desk set together with a stand or well. (These are covered by Maximum Price Regulation No. 188 at the manufacturing level, and by the General Maximum Price Regulation at all other levels.)

(b) For the purposes of this regulation, a fountain pen is a writing device equipped to hold writing fluid in its barrel; and a mechanical pencil is a writing device equipped with a mechanism for propelling a movable core of marking material. In the case of a fountain pen customarily sold with renewable or replaceable points which screw into the section or barrel, the term "fountain pen" includes both the holders and the points, even though they may be sold separately.

(c) Whenever the terms "fountain pen" and "mechanical pencil" are hereafter used in this regulation, they include only those articles which are covered by this regulation.

SEC. 2. *Transactions covered by this regulation.*—(a) *Manufacturers.* As to manufacturers this regulation applies to all sales and deliveries of fountain pens and mechanical pencils shipped by the manufacturer on and after November 1, 1944.

(b) *Wholesalers and retailers.* This regulation applies to all sales and deliveries at wholesale and at retail of fountain pens and mechanical pencils shipped by the manufacturer on and after November 1, 1944. It also applies to every sale and delivery of fountain pens and mechanical pencils at wholesale and at retail after January 1, 1945, regardless of the date of shipment by the manufacturer.

(c) *Purchasers in the course of trade or business.* This regulation also covers every purchase in the course of trade or business in connection with a sale covered by this regulation.

ARTICLE II—SALES BY MANUFACTURERS

SEC. 3. *Concurrent regulation.* All provisions of Maximum Price Regulation No. 188 shall continue to apply to manufacturers of fountain pens and mechanical pencils, except as they may be modified by this regulation. Manufacturers must therefore continue to determine their maximum prices under Maximum Price Regulation No. 188.

SEC. 4. *Manufacturers' invoices.* Every manufacturer must furnish each person who buys fountain pens or mechanical

pencils for resale with an invoice or other similar written evidence of his purchase, showing the date of purchase, the seller's name and address, the terms of sale, the model number or other model designation, the quantity purchased, the price charged per unit, the retail ceiling price set forth in section 23 for the article, and the name and address of the buyer. This invoice must be kept by every person who buys any fountain pen or mechanical pencil for resale, and a copy shall be kept by the seller for inspection by the Office of Price Administration.

SEC. 5. *Sales, model designation, retail price.* (a) On and after November 1, 1944 a manufacturer may not sell or deliver any fountain pen or mechanical pencil unless the article is listed in section 23 of this regulation. Items will be added to the table in section 23 whenever a maximum price is approved under §§ 1499.156, 1499.157 or 1499.158 of Maximum Price Regulation No. 188; or upon written application to the Office of Price Administration, Washington, D. C., showing a proper price determination under §§ 1499.153 or 1499.155 and giving a description of each article, the model designation for each article, the manufacturer's maximum price for each article to each class of purchaser, and the way each maximum price was determined.

(b) On and after January 1, 1945 a manufacturer may not sell or deliver any fountain pen or mechanical pencil unless the article is listed in section 23 and the manufacturer has fulfilled the following requirements:

(1) The manufacturer's firm name or brand name, the model designation of the article, and its retail ceiling price, all as set forth in section 23, are affixed to the article either by permanent and legible imprinting, stamping, or engraving on any exterior surface of the article, or by a tag or band containing that information. If a tag or band is attached to the article, it may not be removed until the article has been sold at retail.

(2) The manufacturer may assign to his articles such model designations as he sees fit, except that the same model designation may not be applied to fountain pens of his manufacture which have different retail ceiling prices, nor may the same model designation be applied to mechanical pencils of his manufacture which have different retail ceiling prices.

(3) If a manufacturer chooses to sell a fountain pen and mechanical pencil only as component parts of a set (other than a desk set) he must affix the retail ceiling price for the set to each article in the set, followed by the word "set".

(4) If a manufacturer chooses to sell a holder and point as separate items in the case of a fountain pen customarily sold with a renewable or replaceable point which screws into the section or barrel, he must add the word "holder" to the price affixed to the holder, to indicate that the price stated is for the holder only; and he must affix the retail ceiling price of the renewable point to the point or its package.

*Copies may be obtained from the Office of Price Administration.

¹ 9 F.R. 10420.

² 9 F.R. 2350, 7504, 8062, 10925.

³ 9 F.R. 8232, 9836, 10264, 10590.

⁴ 9 F.R. 1385, 5169, 6106, 8150, 10193, 11274.

ARTICLE III—SALES AT WHOLESALE

SEC. 6. Wholesalers' maximum prices. The maximum price at which wholesalers may sell or deliver fountain pens and mechanical pencils shall be the lowest of the following amounts:

(a) The retail ceiling price for the particular article set forth in section 23 or approved under section 7 of this regulation, less the customary discount granted by the wholesaler, during March 1942, on sales of the same or similar article of the same make to the same class of purchaser and on the same terms and conditions of sale; or

(b) The retail ceiling price for the particular article set forth in section 23 or approved under section 7 of this regulation, less 33 1/3%; or

(c) 133 1/3% of the wholesaler's net invoice cost plus incoming transportation costs paid by the wholesaler; or

(d) 133 1/3% of the manufacturer's ceiling price to purchasers of the wholesaler's class, plus incoming transportation costs paid by the wholesaler.

SEC. 7. Wholesalers' applications for retail ceiling prices. On and after January 1, 1945, a wholesaler may not sell or deliver a fountain pen or mechanical pencil which is not listed in section 23 until he has applied by letter to the appropriate District Office of the Office of Price Administration and until a retail ceiling price has been approved for the article, under this section, in line with the level of retail ceiling prices established by this regulation. The application must set forth a complete description of the article, the model designation, his supplier's name and address, the name of the manufacturer (if known), his acquisition cost, and a proposed retail ceiling price.

The proposed retail ceiling price shall be deemed approved 20 days after mailing the application (or all additional information which may be requested) unless within that time the Office of Price Administration notifies the seller that his proposed price has been disapproved.

SEC. 8. Wholesalers' invoices. Every wholesaler selling fountain pens or mechanical pencils, must furnish each purchaser for resale with an invoice or other similar written evidence of purchase showing the date of purchase, the seller's name and address, the terms of sale, the model designation, the quantity purchased, the price charged per unit, the retail ceiling price for the article listed in section 23 or approved under section 7, and the name and address of the buyer. This invoice must be kept by every person who buys any fountain pen or mechanical pencil for resale and a copy shall be kept by every wholesaler for inspection by the Office of Price Administration.

ARTICLE IV—SALES AT RETAIL

SEC. 9. Retail ceiling prices. The maximum price (exclusive of any taxes) for the sale at retail of a fountain pen or mechanical pencil is the retail ceiling price for the article listed in section 23 or approved under section 7 or section 11 of this regulation.

SEC. 10. Retail sales and tagging. On and after November 1, 1944, a retailer may not offer for sale, sell, or deliver any fountain pen or mechanical pencil unless the manufacturer's firm name or brand name, the model designation of the article, and its retail ceiling price as listed in section 23 or as approved under section 7 or section 11 have been affixed to the article either by permanent imprinting or engraving on the exterior surface of the article, or by a tag or band containing that information.

If a tag or band is attached to the article it may not be removed until the article has been sold at retail.

The requirements of this section apply only to the transactions covered by section 2 of this regulation; that is, sales and deliveries of fountain pens and mechanical pencils shipped by the manufacturer on and after November 1, 1944, and sales and deliveries of fountain pens and mechanical pencils after January 1, 1945, regardless of the date of shipment by the manufacturer.

SEC. 11. Retailers' applications for retail ceiling prices. On and after January 1, 1945, a retailer may not offer for sale, sell, or deliver a fountain pen or mechanical pencil which is not listed in section 23 or for which a retail ceiling price has not been approved under section 7, until he has applied by letter to the appropriate District Office of the Office of Price Administration and until a retail ceiling price has been approved for the article, under this section, in line with the level of retail ceiling prices established by this regulation. The application should set forth a complete description of the article, the model designation, his supplier's name and address, the name of the manufacturer (if known), his acquisition cost, and a proposed retail ceiling price.

The proposed retail ceiling price shall be deemed approved 20 days after mailing the application (or all additional information which may be requested) unless, within that time the Office of Price Administration notifies the seller that his proposed price has been disapproved.

SEC. 12. Charges for credit and other services—(a) Credit charges. Charges for the extension of credit may be added to the retail ceiling prices established by this regulation only as follows:

(1) Sellers who in March 1942 collected a separately stated additional charge for the extension of credit on sales of fountain pens or mechanical pencils, may collect a charge for the extension of credit on sales under this regulation, not exceeding such charge in March 1942 on a similar sale on similar terms to the same class of purchaser.

(2) Sellers who did not so state and collect an additional charge, may collect a charge for the extension of credit only on installment-plan sales and such charge shall not exceed the separately stated additional charge collected for the extension of credit on a similar sale on similar terms to the same class of purchaser in March 1942 by the seller's closest competitor who made such a separately stated charge. An installment-

plan sale is a sale where the unpaid balance is to be paid in installments over a period of either (i) six weeks or more from the date of sale in the case of weekly installments, or (ii) eight weeks or more in the case of other than weekly installments.

(3) All charges for the extension of credit shall be quoted and stated separately.

(4) No seller may require as a condition of sale, that the purchaser must buy on credit.

(b) **Other services.** Charges for other services may be added to the maximum prices set forth in this regulation, only if: (1) The seller during March 1942, made a separate charge for those services, the amount of which was separately quoted and billed to the purchaser, (2) the amount charged for those services is not in excess of the charge in effect during March 1942 upon sales of fountain pens and mechanical pencils, and (3) such charges are quoted and billed separately. No seller may require the acceptance of any services as a condition of sale.

SEC. 13. Sales slips and receipts. A retailer who customarily gave a purchaser a sales slip, receipt, or other similar evidence of purchase must continue to do so. Upon request, all retailers must give the customer a receipt showing the date of purchase, the retailer's name and address, the model designation, the price paid, the kind and amount of any additional charge, and the name and address of the customer.

ARTICLE V—GENERAL PROVISIONS

SEC. 14. Relation between this regulation and the General Maximum Price Regulation. This regulation replaces the General Maximum Price Regulation insofar as it establishes maximum prices for sales at wholesale and retail of fountain pens and mechanical pencils, except that the provisions of §§ 1499.5 (Transfers of business or stock in trade), 1499.11 (Base-period records), 1499.12 (Current records), and 1499.20 (Definitions), of the General Maximum Price Regulation are incorporated into this regulation and shall continue to apply to all sales at wholesale and retail of fountain pens and mechanical pencils.

SEC. 15. Records. In addition to the records which wholesalers and retailers are required to keep under §§ 1499.11 and 1499.12 of the General Maximum Price Regulation, they must keep all invoices which manufacturers and wholesalers are required to furnish to them under sections 4 and 8 of this regulation.

SEC. 16. Taxes. Any tax upon or incident to the sale of a new fountain pen or mechanical pencil imposed by any statute or ordinance may be added to the maximum price established by this regulation: *Provided*, That the tax is separately stated and charged.

SEC. 17. Export sales. The maximum price at which a person may sell any fountain pen or mechanical pencil for export is established by the Second Re-

vised Maximum Export Price Regulation.⁵

Sec. 18. *Definitions.* Unless the context otherwise requires, the definitions contained in § 1499.20 of the General Maximum Price Regulation or § 1499.163 of Maximum Price Regulation No. 188, whichever is applicable, shall apply to the terms used herein. Wherever the term "manufacturer" is used in this regulation, it has the meaning given to that term in Maximum Price Regulation No. 188.

Sec. 19. *Compliance with the regulation—(a) No selling or buying above maximum prices.* Regardless of any contract or other obligation, no person shall sell or deliver a fountain pen or mechanical pencil, to any other person, and, in the course of trade or business, no person shall buy or accept delivery of a fountain pen or mechanical pencil, at prices higher than the maximum prices fixed by this regulation, and no person shall agree, offer, solicit, or attempt to do any of these things. Prices lower than the maximum prices may be charged or paid.

Any charge which is not quoted and billed separately shall, for the purposes of this regulation, be considered as part of the price charged for the article sold.

(b) *Certain practices forbidden.* The following are expressly forbidden: (1) Any practice or device which has the effect of getting a higher-than-ceiling price without actually raising the dollars and cents price is as much a violation of this regulation as an outright over-ceiling price. This applies, for example, to devices making use of commissions, services, tying agreements and the like.

(2) Removal of a retail ceiling price tag from an article covered by this regulation before it is sold at retail.

(c) *Enforcement.* Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, license suspension proceedings, and suits for treble damages provided for by the Emergency Price Control Act of 1942, as amended.

(d) *Licensing.* The provisions of Licensing Order No. 1⁶ licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

(e) *Maximum prices for sales made without required OPA price approval.* If any person covered by this regulation who is required to file a report or application with the Office of Price Administration for approval of a maximum or ceiling price, violates that requirement by making sales or deliveries of the article before the maximum or ceiling price is approved, the seller's maximum price for these sales or deliveries is the maximum

or ceiling price subsequently approved by the Office of Price Administration, or the properly computed price based upon that maximum or ceiling price, whichever the applicable provision of the regulation requires.

Sec. 20. *Delegation of authority.* Any Regional Office of the Office of Price Administration, or such other offices as may be authorized by the appropriate Regional Office may, by order, fix dollars-and-cents retail ceiling prices upon the receipt of applications under sections 7 and 11 of this regulation.

Sec. 21. *Petitions for amendment.* Any person seeking a modification of any provision of this regulation or an exception not provided for herein may file a peti-

tion for amendment in accordance with the provisions of Revised Procedural Regulation No. 1⁷ issued by the Office of Price Administration.

Sec. 22. *Geographical applicability.* The provisions of this regulation shall be applicable in the forty-eight states and the District of Columbia of the United States.

Sec. 23. *Table of retail ceiling prices.* The following are the retail ceiling prices for fountain pens and mechanical pencils, exclusive of any taxes. Unless a fountain pen and mechanical pencil set is specifically listed in this section, the ceiling price for a set is the sum of the ceiling prices for the fountain pen and mechanical pencil comprising the set.

Manufacturer	Brand	Article	Model	Retail ceiling price
Adler Pen & Pencil Co.		Fountain pen	68	\$0.89
		do.	A-50	.89
		do.	350	2.80
Argo Pen & Pencil Co.	Fill-O-Matic	do.	24, 20	1.00
R. L. Arnold Pen Co., Inc.		do.	M-59, L-59	.60
		do.	RL 1	1.04
		do.	P 9L	1.00
		Mechanical pencil	P69	.29
		do.	P-100	.60
Associated Pen Co.		Fountain pen	SPR 84	.89
		do.	1000	1.01
		do.	SSR	1.18
Autopoint Co.	Autopoint	Mechanical pencil	49G, 149G	1.25
	Realite	do.	60	.35
	Autopoint	do.	6, 100	.45
	Realite	do.	93	.70
	Autopoint	do.	64, 164, 72, 172, 72X, 172X, 64C, 164C, 82N, 70, 170	.60
	do.	do.	127, 112T 8, 108, C2, 162, 20	.75
	do.	do.	48, 148, 62G, 162G	.85
	do.	do.	72G, 172G, 72XG	1.00
	do.	do.	52GS, 152GS	1.50
Avon Products Co.		Fountain pen	230	.85
		do.	230	.87
		do.	230	.95
		do.	400	1.31
		do.	3941	3.60
C. E. Barrett & Co.	Aristocrat	do.	6701, 6702	3.93
	Webster	do.	141, 241, 341, 741, 841, 941	4.00
	Gold Medal	do.	2741, 2841, 2641, 2041, 3141, 3241, 3941, 4041, 4141, 4241, 4341, 4441	5.00
	do.	Fountain pen	1541, 1641, 1741, 1841, 1041, 2041	7.00
	Aristocrat	Pen and pencil set	102	4.00
	Gold Medal	do.	441, 641, 641, 1041, 1141, 1241	6.00
	do.	do.	3341, 3441, 3541, 3641, 3741, 3841, 4541, 4641, 4741, 4841, 4941, 7041	7.00
	do.	do.	2141, 2241, 2341, 2441, 2541, 2641	11.00
	do.	do.	1341, 1441	13.75
Camel Pen Co.		Fountain pen	CA-2	4.00
Conklin Pen Co.	Conklin	do.	50	1.00
	do.	do.	DN 34	2.75
	do.	Pen and pencil set	DNP 34	3.03
A. T. Cross Pencil Co.		Mechanical pencil	890, 892	1.00
		do.	600	1.00
A. G. Debs	A. G.	Fountain pen	4, 6	.91
Eagle Pencil Co.		do.	2111	1.15
		do.	5200	2.41
		Mechanical pencil	1800	.27
		do.	1832	.49
Eberhard Faber	Yellow Band	Fountain pen	1201, 1201C, 1201L	1.11
		do.	351	.37
		do.	1301	3.23
		do.	691	.72
		Mechanical pencil	182	.23
	Permapoint	do.	1200, 1200C, 1200L	.60
Essex Corporation	Yellow Band	Fountain pen	0604	1.00
	Venus	do.	060-60	3.50
	do.	do.	060-19	3.10
	American	Mechanical pencil	045-C	.29
	Venus	do.	041	.60
	do.	do.	047	1.49
Esterbrook Steel Pen Mfg. Co.		Fountain pen holders	A, B, H, W	.75
		do.	J	1.25
		Re-new fountain pen points	Series 1000, 2000	.21
		do.	3000	.50
		do.	6000	.75
		do.	8000	1.75
		Mechanical pencil	P, F, PH, FH	1.00
		do.	PJ, FJ	1.50

⁵ 8 F.R. 4132, 5987, 7662, 9998, 15193; 9 F.R. 1036, 5435, 5923, 7201, 9834, 11273.

⁶ 6 F.R. 13240.

⁷ 9 F.R. 10476.

Manufacturer	Brand	Article	Model	Retail ceiling price
Eterna Pen & Pencil Co.		Fountain pen	1024S, 324, 328	\$0.80
		do.	1074S, 300S, 301T	.94
		do.	314, 304RT	2.07
		do.	308RT	2.22
		do.	88 series	1.00
		do.	84, 85	2.50
		do.	72, 73, 74, 76, 94, 95, 304, 305	2.95
		do.	70, 77, 374, 376, 2	3.05
		do.	70AM, 77M	6.00
		do.	3	6.00
Eversharp, Inc.		do.	70	7.50
		do.	60, 70, 61, 71, 370, 377	8.75
		do.	58	11.75
		do.	59, 21, 22	12.75
		do.	170, 371	12.75
		do.	45Y, 65Y, 40Y, 78Y	15.00
		do.	105Y, 78Y	20.00
		Mechanical pencil	63510 series	.60
		do.	100, 101, 183	1.00
		do.	184, 185	1.50
The Gilfed Corp.		do.	172, 173, 174, 175, 104, 105, 3104, 3105	2.00
		do.	178W	3.00
		do.	176, 177, 3174, 3176	3.75
		do.	176M, 177M, 170	4.00
		do.	160, 170, 161, 171, 3176, 3177, 3178	5.00
		do.	3170, 3171	6.00
		do.	120, 21, 32	6.50
		do.	145X, 105X, 140Y, 178Y	7.50
		do.	145X, 1178X	8.00
		Fountain pen	8418P	1.25
Globe Pencil Advertising Co.		do.	618P	1.50
		do.	631Q	1.50
		Mechanical pencil	1100	1.00
		do.	1200	1.00
		Pen-pencil set	10018P	3.00
		do.	1001Q	3.75
		Mechanical pencil	53, 60	.24
		do.	1200, 1233	.53
		do.	62	.43
		Fountain pen (with 2 spare inkblotter)	Deluxe	8.75
Graphomatic Corp.		do.	Black	.53
		Fountain pen	1-1000, M-1000	3.00
		do.	4	.53
		do.	9	.53
		do.	7	.53
		do.	11	1.00
		do.	0	1.05
		Fountain pen	8122, P102	12.00
		Mechanical pencil	8211	1.50
		do.	8221	1.50
Hutchison Bros.		do.	N8500, N8570, N8580	2.40
		do.	P300, P320, P340, P375, P380, S370, S380, S390, S470, S480	6.00
		do.	N8450	7.20
		do.	P373, S373	9.00
		do.	S430, P165, S185	12.20
		do.	20	2.00
		Fountain pen	3, B, B	.30
		Mechanical pencil	33	.53
		do.	320	.53
		Fountain pen	171	1.00
Inkograph Co.		do.	181	1.00
		do.	854	1.05
		do.	855	2.75
		Mechanical pencil	335	1.50
		do.	345	.25
		do.	45	.50
		do.	31	.50
		do.	65	1.00
		Fountain pen	Dupoint	1.25
		do.		
J. & W. Penell Co.		do.		
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Manufacturer	Brand	Article	Model	Retail ceiling price
Reliable Pen & Pencil Co.		Fountain pen	Style	\$1.05
Ritepoint Co.		Mechanical pencil	784	.92
Rite-Rite Mfg Co.		Fountain pen	280	.28
		do	633	.60
		do	111, 111O	1.60
		do	222	2.40
		Mechanical pencil	14	.11
		do	2B, H15, 13, 13B, 13	.15
		do	Spec. B, 13M, 30B, 113, 113B, 113R, 113S, 113R-B, 113S-B	
		do	213-B	
		do	20B-Spec, 20C, 20-SF, 25B, 25B-Spec, 25P-B, 25T-B, 33, 33B, 33X, 220, 4213, 4213B, 4225, 4225B, 4233, 4233B	
		do	24	.23
		do	25, 25A, 25NP, 25T, 25TNP	.33
		do	24J, 30, 30B, 30J, 30RWB, 35, 230, 1330	.35
		do	39, 49, 49B, 49RWB, 49D, 49OD, D75, 3/4, D75B, 324, 324B, 325, 325B, 330, 330B, 630R	.39
		Mechanical pencil	630, 630R	.40
		do	65X, 68	.50
		do	75, 75B, 490, 1330C-B, 100, 100B, 100CP, 101, 101B, 104, 122, 132, 630 G, 630 R G, 1330G-B	.53
		do	125	.75
		Fountain pen	125	1.25
		do	70SP	1.75
		do	699	.34
		do	838	1.00
		Mechanical pencil	77P	.60
		do	701	.63
		Mechanical pencil	77	.20
		Fountain pen	100	1.00
		do	125	1.25
		do	195	1.95
		do	275	2.75
		do	295	2.95
		do	350	3.50
		do	395	3.95
		do	400	4.00
		do	500	5.00
		do	875	8.75
		do	1000	10.00
		do	1200	12.00
		do	1250	12.50
		do	1275	12.75
		do	1375	13.75
		do	1500	15.00
		do	1650	16.50
		do	1800	18.00
		do	2000	20.00
		Mechanical pencil	75	.75
		do	100	1.00
		do	185	1.85
		do	200	2.00
		do	250	2.50
		do	300	3.00
		do	350	3.50
		do	400	4.00
		do	450	4.50
		do	500	5.00
		do	550	5.50
		do	600	6.00
		do	650	6.50
		do	700	7.00
		do	750	7.50
		do	800	8.00
		do	850	8.50
		do	900	9.00
		do	950	9.50
		do	1000	10.00
		do	1050	10.50
		do	1100	11.00
		do	1150	11.50
		do	1200	12.00
		do	1250	12.50
		do	1300	13.00
		do	1350	13.50
		do	1400	14.00
		do	1450	14.50
		do	1500	15.00
		do	1550	15.50
		do	1600	16.00
		do	1650	16.50
		do	1700	17.00
		do	1750	17.50
		do	1800	18.00
		do	1850	18.50
		do	1900	19.00
		do	1950	19.50
		do	2000	20.00
		do	2050	20.50
		do	2100	21.00
		do	2150	21.50
		do	2200	22.00
		do	2250	22.50
		do	2300	23.00
		do	2350	23.50
		do	2400	24.00
		do	2450	24.50
		do	2500	25.00
		do	2550	25.50
		do	2600	26.00
		do	2650	26.50
		do	2700	27.00
		do	2750	27.50
		do	2800	28.00
		do	2850	28.50
		do	2900	29.00
		do	2950	29.50
		do	3000	30.00
		do	3050	30.50
		do	3100	31.00
		do	3150	31.50
		do	3200	32.00
		do	3250	32.50
		do	3300	33.00
		do	3350	33.50
		do	3400	34.00
		do	3450	34.50
		do	3500	35.00
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		do	3700	37.00
		do	3750	37.50
		do	3800	38.00
		do	3850	38.50
		do	3900	39.00
		do	3950	39.50
		do	4000	40.00
		do	4050	40.50
		do	4100	41.00
		do	4150	41.50
		do	4200	42.00
		do	4250	42.50
		do	4300	43.00
		do	4350	43.50
		do	4400	44.00
		do	4450	44.50
		do	4500	45.00
		do	4550	45.50
		do	4600	46.00
		do	4650	46.50
		do	4700	47.00
		do	4750	47.50
		do	4800	48.00
		do	4850	48.50
		do	4900	49.00
		do	4950	49.50
		do	5000	50.00
		do	5050	50.50
		do	5100	51.00
		do	5150	51.50
		do	5200	52.00
		do	5250	52.50
		do	5300	53.00
		do	5350	53.50
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		do	5850	58.50
		do	5900	59.00
		do	5950	59.50
		do	6000	60.00
		do	6050	60.50
		do	6100	61.00
		do	6150	61.50
		do	6200	62.00
		do	6250	62.50
		do	6300	63.00
		do	6350	63.50
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		do	6450	64.50
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		do	6600	66.00
		do	6650	66.50
		do	6700	67.00
		do	6750	67.50
		do	6800	68.00
		do	6850	68.50
		do	6900	69.00
		do	6950	69.50
		do	7000	70.00
		do	7050	70.50
		do	7100	71.00
		do	7150	71.50
		do	7200	72.00
		do	7250	72.50
		do	7300	73.00
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		do	7900	79.00
		do	7950	79.50
		do	8000	80.00
		do	8050	80.50
		do	8100	81.00
		do	8150	81.50
		do	8200	82.00
		do	8250	82.50
		do	8300	83.00
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		do	8950	89.50
		do	9000	90.00
		do	9050	90.50
		do	9100	91.00
		do	9150	91.50
		do	9200	92.00
		do	9250	92.50
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		do	9850	98.50
		do	9900	99.00
		do	9950	99.50
		do	10000	100.00
		do	10050	100.50
		do	10100	101.00
		do	10150	101.50
		do	10200	102.00
		do	10250	102.50
		do	10300	103.00
		do	10350	103.50
		do	10400	104.00
		do	10450	104.50
		do	10500	105.00
		do	10550	105.50
		do	10600	106.00
		do	10650	106.50
		do	10700	107.00
		do	10750	107.50
		do	10800	108.00
		do	10850	108.50
		do	10900	109.00
		do	10950	109.50
		do	11000	110.00
		do	11050	110.50
		do	11100	111.00
		do	11150	111.50
		do	11200	112.00
		do	11250	112.50
		do	11300	113.00
		do	11350	113.50
		do	11400	114.00
		do	11450	114.50
		do	11500	115.00
		do	11550	115.50
		do	11600	116.00
		do	11650	116.50
		do	11700	117.00
		do	11750	117.50
		do	11800	118.00
		do	11850	118.50
		do	11900	119.00
		do	11950	119.50
		do	12000	120.00
		do	12050	120.50
		do	12100	121.00
		do	12150	121.50
		do	12200	122.00
		do	12250	122.50
		do	12300	123.00
		do	12350	123.50
		do	12400	124.00
		do	12450	124.50
		do	12500	125.00
		do	12550	125.50
		do	12600	126.00
		do	12650	126.50
		do	12700	127.00
		do	12750	127.50
		do	12800	128.00
		do	12850	128.50
		do	12900	129.00
		do	12950	129.50

Manufacturer	Brand	Article	Model	Retail colling price
Universal Fountain Pen & Pencil Co. Victor Fountain Pen Co.		Fountain pen.....	004 V100.....	\$1.40
		do.....	U-P-Flow.....	3.35
		do.....	01P.....	1.00
		do.....	600MC.....	2.50
		do.....	600MC.....	7.50
		do.....	600MC.....	7.00
		do.....	600MC.....	1.00
		do.....	600MC.....	1.25
		do.....	600MC.....	1.50
		do.....	600MC.....	1.75
E. E. Waterman Co.		do.....	600MC.....	2.50
		do.....	600MC.....	3.00
		do.....	600MC.....	3.25
		do.....	600MC.....	3.50
		do.....	600MC.....	4.00
		do.....	600MC.....	4.25
		do.....	600MC.....	4.50
		do.....	600MC.....	5.00
		do.....	600MC.....	5.25
		do.....	600MC.....	5.50
L. E. Waterman Co.		do.....	600MC.....	5.75
		do.....	600MC.....	6.00
		do.....	600MC.....	6.25
		do.....	600MC.....	6.50
		do.....	600MC.....	7.00
		do.....	600MC.....	7.25
		do.....	600MC.....	7.50
		do.....	600MC.....	8.00
		do.....	600MC.....	8.25
		do.....	600MC.....	8.50
L. E. Waterman Co.		do.....	600MC.....	8.75
		do.....	600MC.....	9.00
		do.....	600MC.....	9.25
		do.....	600MC.....	9.50
		do.....	600MC.....	10.00
		do.....	600MC.....	10.25
		do.....	600MC.....	10.50
		do.....	600MC.....	11.00
		do.....	600MC.....	11.25
		do.....	600MC.....	11.50
L. E. Waterman Co.		do.....	600MC.....	11.75
		do.....	600MC.....	12.00
		do.....	600MC.....	12.25
		do.....	600MC.....	12.50
		do.....	600MC.....	12.75
		do.....	600MC.....	13.00
		do.....	600MC.....	13.25
		do.....	600MC.....	13.50
		do.....	600MC.....	13.75
		do.....	600MC.....	14.00
L. E. Waterman Co.		do.....	600MC.....	14.25
		do.....	600MC.....	14.50
		do.....	600MC.....	14.75
		do.....	600MC.....	15.00
		do.....	600MC.....	15.25
		do.....	600MC.....	15.50
		do.....	600MC.....	15.75
		do.....	600MC.....	16.00
		do.....	600MC.....	16.25
		do.....	600MC.....	16.50
L. E. Waterman Co.		do.....	600MC.....	16.75
		do.....	600MC.....	17.00
		do.....	600MC.....	17.25
		do.....	600MC.....	17.50
		do.....	600MC.....	17.75
		do.....	600MC.....	18.00
		do.....	600MC.....	18.25
		do.....	600MC.....	18.50
		do.....	600MC.....	18.75
		do.....	600MC.....	19.00
L. E. Waterman Co.		do.....	600MC.....	19.25
		do.....	600MC.....	19.50
		do.....	600MC.....	19.75
		do.....	600MC.....	20.00
		do.....	600MC.....	20.25
		do.....	600MC.....	20.50
		do.....	600MC.....	20.75
		do.....	600MC.....	21.00
		do.....	600MC.....	21.25
		do.....	600MC.....	21.50
L. E. Waterman Co.		do.....	600MC.....	21.75
		do.....	600MC.....	22.00
		do.....	600MC.....	22.25
		do.....	600MC.....	22.50
		do.....	600MC.....	22.75
		do.....	600MC.....	23.00
		do.....	600MC.....	23.25
		do.....	600MC.....	23.50
		do.....	600MC.....	23.75
		do.....	600MC.....	24.00
L. E. Waterman Co.		do.....	600MC.....	24.25
		do.....	600MC.....	24.50
		do.....	600MC.....	24.75
		do.....	600MC.....	25.00
		do.....	600MC.....	25.25
		do.....	600MC.....	25.50
		do.....	600MC.....	25.75
		do.....	600MC.....	26.00
		do.....	600MC.....	26.25
		do.....	600MC.....	26.50
L. E. Waterman Co.		do.....	600MC.....	26.75
		do.....	600MC.....	27.00
		do.....	600MC.....	27.25
		do.....	600MC.....	27.50
		do.....	600MC.....	27.75
		do.....	600MC.....	28.00
		do.....	600MC.....	28.25
		do.....	600MC.....	28.50
		do.....	600MC.....	28.75
		do.....	600MC.....	29.00
L. E. Waterman Co.		do.....	600MC.....	29.25
		do.....	600MC.....	29.50
		do.....	600MC.....	29.75
		do.....	600MC.....	30.00
		do.....	600MC.....	30.25
		do.....	600MC.....	30.50
		do.....	600MC.....	30.75
		do.....	600MC.....	31.00
		do.....	600MC.....	31.25
		do.....	600MC.....	31.50
L. E. Waterman Co.		do.....	600MC.....	31.75
		do.....	600MC.....	32.00
		do.....	600MC.....	32.25
		do.....	600MC.....	32.50
		do.....	600MC.....	32.75
		do.....	600MC.....	33.00
		do.....	600MC.....	33.25
		do.....	600MC.....	33.50
		do.....	600MC.....	33.75
		do.....	600MC.....	34.00
L. E. Waterman Co.		do.....	600MC.....	34.25
		do.....	600MC.....	34.50
		do.....	600MC.....	34.75
		do.....	600MC.....	35.00
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		do.....	600MC.....	35.50
		do.....	600MC.....	35.75
		do.....	600MC.....	36.00
		do.....	600MC.....	36.25
		do.....	600MC.....	36.50
L. E. Waterman Co.		do.....	600MC.....	36.75
		do.....	600MC.....	37.00
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		do.....	600MC.....	38.00
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		do.....	600MC.....	39.00
L. E. Waterman Co.		do.....	600MC.....	39.25
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		do.....	600MC.....	40.75
		do.....	600MC.....	41.00
		do.....	600MC.....	41.25
		do.....	600MC.....	41.50
L. E. Waterman Co.		do.....	600MC.....	41.75
		do.....	600MC.....	42.00
		do.....	600MC.....	42.25
		do.....	600MC.....	42.50
		do.....	600MC.....	42.75
		do.....	600MC.....	43.00
		do.....	600MC.....	43.25
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		do.....	600MC.....	44.00
L. E. Waterman Co.		do.....	600MC.....	44.25
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L. E. Waterman Co.		do.....	600MC.....	46.75
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		do.....	600MC.....	48.00
		do.....	600MC.....	48.25
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		do.....	600MC.....	49.00
L. E. Waterman Co.		do.....	600MC.....	49.25
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		do.....	600MC.....	51.50
L. E. Waterman Co.		do.....	600MC.....	51.75
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L. E. Waterman Co.		do.....	600MC.....	54.25
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L. E. Waterman Co.		do.....	600MC.....	56.75
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L. E. Waterman Co.		do.....	600MC.....	59.25
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L. E. Waterman Co.		do.....	600MC.....	61.75
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L. E. Waterman Co.		do.....	600MC.....	64.25
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L. E. Waterman Co.		do.....	600MC.....	66.75
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L. E. Waterman Co.		do.....	600MC.....	69.25
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		do.....	600MC.....	70.75
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		do.....	600MC.....	71.50
L. E. Waterman Co.		do.....	600MC.....	71.75
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		do.....	600MC.....	74.00
L. E. Waterman Co.		do.....	600MC.....	74.25
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		do.....	600MC.....	75.50
		do.....	600MC.....	75.75
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L. E. Waterman Co.		do.....	600MC.....	76.75
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		do.....	600MC.....	78.25
		do.....	600MC.....	78.50
		do.....	600MC.....	78.75
		do.....	600MC.....	79.00
L. E. Waterman Co.		do.....	600MC.....	79.25
		do.....	600MC.....	79.50
		do.....	600MC.....	79.75
		do.....	600MC.....	80.00
		do.....	600MC.....	80.25
		do.....	600MC.....	80.50
		do.....	600MC.....	80.75
		do.....	600MC.....	81.00
		do.....	600MC.....	81.25
		do.....	600MC.....	81.50
L. E. Waterman Co.		do.....	600MC.....	81.75
		do.....	600MC.....	82.00
		do.....	600MC.....	82.25
		do.....	600MC.....	82.50
		do.....	600MC.....	82.75
		do.....	600MC.....	83.00
		do.....	600MC.....	83.25
		do.....	600MC.....	83.50
		do.....	600MC.....	83.75
		do.....	600MC.....	84.00
L. E. Waterman Co.		do.....	600MC.....	84.25
		do.....	600MC.....	84.50
		do.....	600MC.....	84.75
		do.....	600MC.....	85.00
		do.....	600MC.....	85.25
		do.....	600MC.....	85.50
		do.....	600MC.....	85.75
		do.....	600MC.....	

Manufacturer	Brand	Article	Model	Retail ceiling price
L. E. Waterman Co.		Mechanical pencil	721 HEV, 721V-Vine, 0521, 1501.	\$7.50
		.....do.....	Lady Patricia 14Kt., Lady Patricia Bayleaf, Lady Patricia Twist, 921 V, 9725.	8.00
		.....do.....	725	9.00
		.....do.....	95 14 Kt., 97 14 Kt., 495 Bayleaf, 495 Plain.	10.00
		.....do.....	Patrician 14 Kt., 88 14 Kt., 495 F. O. Plain, 2001.	15.00
		Desk pencil	27	3.00
		.....do.....	0327	8.00
		Combination pen and pencil	201	1.50
		.....do.....	32	5.00
		.....do.....	54	6.00
Weidlich Pen Co.	Weidlich, Star	Fountain pen	2 P, 800TT	1.00
		.....do.....	800-2	1.25
		.....do.....	1200, 4 P	1.50
		.....do.....	1296, 1 W	2.00
		.....do.....	2 W	3.00
		.....do.....	4 W	4.00
		.....do.....	6 W	5.00
		.....do.....	8 W	6.00
		Mechanical pencil	33	.50
		.....do.....	37	1.00
Welsh Manufacturing Co.	Welsharp	Fountain pen	160	1.00

NOTE: The reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This regulation shall become effective on the 1st day of November 1944.

Issued this 27th day of October 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-16538; Filed, Oct. 27, 1944;
11:38 a. m.]

TITLE 50—WILDLIFE

Chapter I—Fish and Wildlife Service

PART 23—SOUTHWESTERN REGION NATIONAL WILDLIFE REFUGES

SALT RIVER NATIONAL WILDLIFE REFUGE, ARIZ.

In paragraph two of F. R. Doc. 44-14894 (filed September 27, 1944, at 9:33 a. m.), appearing at page 11856 of the issue for Thursday, September 28, 1944, "§ 23.798" should read "§ 23.799".

OSCAR L. CHAPMAN,
Assistant Secretary.

OCTOBER 24, 1944.

[F. R. Doc. 44-16512; Filed, Oct. 26, 1944;
4:56 p. m.]

Notices

DEPARTMENT OF LABOR.

Office of the Secretary.

[WLD-40]

JOHN BENKHART & SONS CO., ET AL.

FINDING AS TO CONTRACTS IN PROSECUTION OF WAR

In the matter of John Benkhart & Sons Company, Conte Brothers, Charles

C. Rosen, Pittsburgh, Pennsylvania; Himmer Transfer Company, Neville Island, Pennsylvania; (Case No. S-1401).

Pursuant to section 2 (b) (3) of the War Labor Disputes Act (Pub. No. 89, 78th Cong., 1st Sess.) and the Directive of the President, dated August 10, 1943, published in the FEDERAL REGISTER, August 14, 1943, and

Having been advised of the existence of a labor dispute involving the above companies;

I find that the transportation of war materials by John Benkhart & Sons Company, Conte Brothers, Charles C. Rosen, and Himmer Transfer Company pursuant to contracts with the Dravo Corporation and the American Bridge Company, Pittsburgh, Pennsylvania, is contracted for in the prosecution of the war within the meaning of section 2 (b) (3) of the War Labor Disputes Act.

Signed at Washington, D. C., this 26th day of October 1944.

FRANCES PERKINS,
Secretary of Labor.

[F. R. Doc. 44-16543; Filed, Oct. 27, 1944;
12:02 p. m.]

CIVIL AERONAUTICS BOARD.

[Docket No. 878]

ALASKA COASTAL AIRLINES; JUNEAU-SKAGWAY SERVICE

NOTICE OF HEARING

In the matter of the application of Alaska Coastal Airlines, Docket No. 878, for authority to conduct scheduled operations with respect to mail, persons and property from the terminal point Juneau, Alaska to the terminal point Skagway, Alaska, via the intermediate points Berner's Bay and Haines, filed pursuant to section 401 of the Civil Aeronautics Act of 1938, as amended:

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001 of said act, that a hearing in the above entitled proceedings is assigned to be held on November 17, 1944, at 10:00 a. m. at Juneau, Alaska, before Examiner Raymond W. Stough.

Dated: Anchorage, Alaska, October 17, 1944.

By the Civil Aeronautics Board.

[SEAL] RAYMOND W. STOUGH,
Director, Alaska Office.

[F. R. Doc. 44-16530; Filed, Oct. 27, 1944;
11:13 a. m.]

[Docket No. 1539]

ALASKA COASTAL AIRLINES; JUNEAU-GUSTAVUS SERVICE

NOTICE OF HEARING

In the matter of the application of Alaska Coastal Airlines, Docket No. 1539, for authority to conduct scheduled operations with respect to mail, persons and property from the terminal point Juneau, Alaska to the terminal point Gustavus, Alaska, filed pursuant to Section 401 of the Civil Aeronautics Act of 1938, as amended:

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001 of said act, that a hearing in the above entitled proceedings is assigned to be held on November 17, 1944, at 10:00 a. m. at Juneau, Alaska, before Examiner Raymond W. Stough.

Dated: Anchorage, Alaska, October 17, 1944.

By the Civil Aeronautics Board.

[SEAL] RAYMOND W. STOUGH,
Director, Alaska Office.

[F. R. Doc. 44-16529; Filed, Oct. 27, 1944;
11:13 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 5194]

TER-O-SUL PRODUCTS CO., INC., AND DECIMAL CHEMICAL CO.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 26th day of October, A. D. 1944.

In the matter of Frederick Latter and Jan Rozendaal, individually and George D. Boinet, individually and as Trustees for the benefit of the creditors of Ray Forest, all trading and doing business as Ter-O-Sul Products Company, Inc., and also as Decimal Chemical Company.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That John W. Addison, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Monday, November 6, 1944, at ten o'clock in the forenoon of that day (eastern standard time), in Federal Trade Commission Offices, 45 Broadway, New York, New York.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the facts; conclusions of facts; conclusions of law; and recommendation for appropriate action by the Commission.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-16539; Filed, Oct. 27, 1944;
11:39 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 4224]

FRED DESCHERMEIER

In re: Estate of Fred Deschermeier, deceased; File F-28-14490; E. T. sec. 4899.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows:
All right, title, interest and claim of any kind or character whatsoever of Sophie Heil, Joseph Deschermeier, Alois Deschermeier and Mary Kagermeier, and each of them, in and to the Estate of Fred Deschermeier, deceased, is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Sophie Heil, Germany.
Joseph Deschermeier, Germany.
Alois Deschermeier, Germany.
Mary Kagermeier, Germany.

That such property is in the process of administration by W. A. Kane, 308 Euclid Avenue, Cleveland, Ohio, as Administrator with Will Annexed of the Estate of Fred Deschermeier, acting under the judicial supervision of the Probate Court of Cuyahoga County, Ohio;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on October 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-16518; Filed, Oct. 27, 1944;
10:05 a. m.]

[Vesting Order 4225]

WILLIAM HANDT

In re: Estate of William Handt, deceased; File D-28-8660; E. T. sec. 10467.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows:
All right, title, interest and claim of any kind or character whatsoever of Amandus Handt and Irmitraut Roloof, and each of them, in and to the Estate of William Handt, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Amandus Handt, Germany.
Irmitraut Roloof, Germany.

That such property is in the process of administration by the San Francisco Bank as Executor of the Estate of William Handt, acting under the judicial supervision of the Superior Court of the State of California in and for the City and County of San Francisco, California;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1, a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on October 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-16517; Filed, Oct. 27, 1944;
10:05 a. m.]

[Vesting Order 4226]

SOPHIA HAVERTY

In re: Estate of Sophia Haverty, deceased; File D-28-3901; E. T. sec. 6629.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows:

All right, title, interest and claim of any kind or character whatsoever of Anna Fibler, or her issue or heirs at law, Heinrich Bohnsack, also known as Henry Bohnsack, or his issue or heirs at law, H. Bohnsack, or his issue or heirs at law, Martha Stuve, also known as Martha Stuewe, or her issue or heirs at law, Mrs. A. Schulze, also known as Alwinze Schulze, or her issue or heirs at law, Henry Bohnsack, also known as Hermann Bohnsack, or his issue or heirs at law, Frieda Bohnsack, also known as Frieda Grzegolick, or her issue or heirs at law, Wilhelmine Lahl, or her issue or heirs at law, and Martin Bohnsack, or his issue or heirs at law, and each of them, in and to the Estate of Sophia Haverty, deceased, is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Anna Fibler, or her issue or heirs at law, Germany.

Heinrich Bohnsack, also known as Henry Bohnsack, or his issue or heirs at law, Germany.

H. Bohnsack, or his issue or heirs at law, Germany.

Martha Stuve, also known as Martha Stuewe, or her issue or heirs at law, Germany.

Mrs. A. Schulze, also known as Alwinze Schulze, or her issue or heirs at law, Germany.

Henry Bohnsack, also known as Hermann Bohnsack, or his issue or heirs at law, Germany.

Frieda Bohnsack, also known as Frieda Grzegolick, or her issue or heirs at law, Germany.

Wilhelmine Lahl, or her issue or heirs at law, Germany.

Martin Bohnsack, or his issue or heirs at law, Germany.

That such property is in the process of administration by Arthur Finck and Henry Finck, as Executors of the Estate of Sophia Haverty, acting under the judicial supervision of the Superior Court of the State of California, in and for the County of Los Angeles;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be

determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on October 17, 1944.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-16518; Filed, Oct. 27, 1944;
10:05 a. m.]

[Vesting Order 4227]

FREDERIC KRAUSS

In re: Guardianship of the estate of Frederic Krauss, a minor; File D-34-593; E. T. sec. 6910.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows:

All right, title, interest and claim of any kind or character whatsoever of Frederic Krauss, in and to the Guardianship Estate of Frederic Krauss, a minor,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Hungary, namely,

National and Last Known Address

Frederic Krauss, Hungary.

That such property is in the process of administration by Jerome Politzer, as Guardian of the Estate of Frederic Krauss, acting under the judicial supervision of the Superior Court of the State of California, in and for the City and County of San Francisco;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Hungary);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in the ap-

propriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on October 17, 1944.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-16519; Filed, Oct. 27, 1944;
10:05 a. m.]

[Vesting Order 4228]

HANS KRAUSS

In re: Guardianship of the estate of Hans Krauss, also known as Ioan Krauss, a minor; File D-34-593; E. T. sec. 6910.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows:

All right, title, interest and claim of any kind or character whatsoever of Hans Krauss, also known as Ioan Krauss, in and to the Guardianship Estate of Hans Krauss, also known as Ioan Krauss, a minor,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Hungary, namely,

National and Last Known Address

Hans Krauss, also known as Ioan Krauss, Hungary.

That such property is in the process of administration by Jerome Politzer, as Guardian of the Estate of Hans Krauss, also known as Ioan Krauss, acting under the judicial supervision of the Superior Court of the State of California, in and for the City and County of San Francisco;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Hungary);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on October 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-16520; Filed, Oct. 27, 1944;
10:05 a. m.]

[Vesting Order 4229]

HEINRICH LAMP

In re: Estate of Heinrich Lamp, also known as Henry Lamp, deceased; File D-28-8880; E. T. sec. 11027.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows:

All right, title, interest and claim of any kind or character whatsoever of Dora Jurgensen, also known as Dora Jensen, in and to the Estate of Heinrich Lamp, also known as Henry Lamp, deceased,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Dora Jurgensen, also known as Dora Jensen; Germany.

That such property is in the process of administration by Herman Lamp, Administrator with the will annexed of the Estate of Heinrich Lamp, also known as Henry Lamp, acting under the judicial supervision of the Superior Court of the State of California, in and for the County of Los Angeles;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on October 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-16521; Filed, Oct. 27, 1944;
10:05 a. m.]

[Vesting Order 4230]

WILLIAM LIESSEN

In re: Estate of William Liesen, deceased; File D-28-3880; E. T. sec. 6567.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows:

All right, title, interest and claim of any kind or character whatsoever of Bernardine Becker, in and to the Estate of William Liesen, deceased,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Bernardine Becker, Germany.

That such property is in the process of administration by Phil C. Katz, as Administrator of the Estate of William Liesen, acting under the judicial supervision of the Superior Court of the State of California in and for the City and County of San Francisco;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on October 17, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 44-16522; Filed, Oct. 27, 1944;
10:06 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

[Supp. Order ODT 3, Rev. 370]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN MISSOURI, KANSAS, AND IOWA

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended, (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778) a copy of which plan is attached hereto as Appendix 2,¹ and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered, That:*

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal lia-

bility to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective October 31, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 27th day of October 1944.

J. M. JOHNSON,
Director,

Office of Defense Transportation.

APPENDIX 1

Burlington Transportation Co., Chicago, Ill.

Churchill Truck Lines, Inc., Meadville, Mo.
Ezra Knaus and Mary Jane Knaus, doing business as Knaus Truck Lines (lessee and operator of Knaus Truck Lines, Inc.), Kansas City, Mo.

H. B. Green, doing business as H. B. Green Transportation Line Burlington, Iowa.

[F. R. Doc. 44-16497; Filed, Oct. 26, 1944; 2:26 p. m.]

[Supp. Order ODT 3, Rev. 376]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN WICHITA FALLS AND FORT WORTH, TEX.

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended, (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778) a copy of which plan is attached hereto as Appendix 2,¹ and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered, That:*

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any

¹ Filed as part of the original document.

carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective October 31, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 27th day of October 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

1. Yellow Transit Co. (a corporation), 311 South Western Avenue, Oklahoma City, Okla.
2. Sproles Motor Freight Lines, Inc., 701 East Fifth Street, Fort Worth, Tex.

[F. R. Doc. 44-16493; Filed, Oct. 26, 1944; 2:28 p. m.]

[Supp. Order ODT 3, Rev. 379]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN ESCANABA AND MOUNTAIN, MICH.

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778), a copy of which plan is attached hereto as Appendix 2,¹ and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered, That:*

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or

effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective October 31, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 27th day of October 1944.

J. M. JOHNSON,
Director,
Office of Defense Transportation.

APPENDIX 1

Grover Lewis, doing business as L & L Trucking Service, Escanaba, Mich.

Lency Clairmont and Ruth Norton, co-partners, doing business as Lency Clairmont Transfer, Escanaba, Mich.

[F. R. Doc. 44-16493; Filed Oct. 26, 1944; 2:28 p. m.]

¹ Filed as part of the original document.

[Supp. Order ODT 3, Rev. 380]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN ABERDEEN AND HECLA, SOUTH DAK.

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended, (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778) a copy of which plan is attached hereto as Appendix 2,¹ and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war; *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply

to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective October 31, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 27th day of October 1944.

J. M. JOHNSON,
Director,

Office of Defense Transportation.

APPENDIX 1

Shafer Transport, Inc., Fargo, N. Dak.
Charles J. Sanders, doing business as Aberdeen Truck Terminal, Aberdeen, S. Dak.

[F. R. Doc. 44-16495; Filed, Oct. 26, 1944;
2:27 p. m.]

[Supp. Order ODT 3, Rev. 381]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN PARKERSBURG, W. VA., AND MARIETTA, OHIO

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compli-

ance with the requirements and purposes of General Order ODT 3, Revised, as amended, (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778) a copy of which plan is attached hereto as Appendix 2,¹ and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war: *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carrier's possessing or obtaining the requisite operating authority.

¹ Filed as part of the original document.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective October 31, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 27th day of October 1944.

J. M. JOHNSON,
Director,

Office of Defense Transportation.

APPENDIX 1

Mountain Truckers, Inc., Charleston, W. Va.

C. R. Mahoney and James C. Sprague, copartners, doing business as Mahoney's Transfer, Marietta, Ohio.

[F. R. Doc. 44-16496; Filed, Oct. 26, 1944; 2:27 p. m.]

[Supp. Order ODT 3, Rev. 384]

COMMON CARRIERS

COORDINATED OPERATIONS BETWEEN SAN ANTONIO AND CAMP STANLEY, TEX.

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582; 9 F.R. 2793, 3264, 3357, 6778), a copy of which plan is attached hereto as Appendix 2,¹ and

¹ Filed as part of the original document.

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered, That:*

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at

all reasonable times by accredited representatives of the Office of Defense Transportation.

6. Withdrawal of a carrier from participation in the plan for joint action hereby approved shall not be made without prior approval of the Office of Defense Transportation.

7. The provisions of this order shall be binding upon any successor in interest to any carrier named in this order. Upon a transfer of any operation involved in this order, the successor in interest and the other carriers named in this order forthwith shall notify, in writing, the Office of Defense Transportation of the transfer and, unless and until otherwise ordered, the successor in interest shall perform the functions of his predecessor in accordance with the provisions of this order.

8. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

9. Communications concerning this order should refer to it by the supplementary order number which appears in the caption hereof, and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington 25, D. C.

This order shall become effective October 31, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C.; this 27th day of October 1944.

J. M. JOHNSON,
Director,

Office of Defense Transportation.

APPENDIX 1

Airline Freight Line, Inc., San Antonio, Tex.

Alamo Freight Lines, Inc., San Antonio, Tex.

H. P. Brown and O. E. Latimer, copartners, doing business as Brown Express, San Antonio, Tex.

Central Freight Lines, Inc., Waco, Tex.

Englich Freight Co., Dallas, Tex.

K. M. Fisher, doing business as Fisher Truck Line, San Antonio, Tex.

O. W. Maxey, doing business as Maxey Freight Lines, San Antonio, Tex.

Red Arrow Freight Lines, Inc., Houston, Tex.

J. H. Robinson Truck Lines, Inc., Corpus Christi, Tex.

Strickland Transportation Co., Inc., Dallas, Tex.

Sunset Motor Lines, San Angelo, Tex.

Victory Truck Line, Inc., San Antonio, Tex.

A. C. Willingham, doing business as Willingham Motor Lines, San Antonio, Tex.

Yellow Transit Co., Oklahoma City, Okla.

W. P. Thomson, doing business as Boerne Truck Line, Boerne, Tex.

Roy J. Gilbert, doing business as Gilbert Truck Line, Laredo, Tex.

Southwestern Motor Transport, Inc., Uvalde, Tex.

[F. R. Doc. 44-16494; Filed, Oct. 26, 1944; 2:28 p. m.]

[Supp. Order ODT 6A-58]

COMMON CARRIERS

COORDINATED OPERATIONS IN PRESCOTT, ARIZ., AREA AND A ZONE EXTENDING TWENTY-FIVE AIR MILES FROM THE BOUNDARIES THEREOF

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by the persons named in Appendix 1 hereof to facilitate compliance with the requirements and purposes of General Order ODT 6A (8 F.R. 8757, 14582; 9 F.R. 2794), a copy of which plan is attached hereto as Appendix 2,¹ and

It appearing that the proposed coordination is necessary in order to conserve and providently utilize vital transportation equipment, materials and supplies; and to provide for the continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered, That:*

1. The plan for joint action above referred to is hereby approved and the persons named in Appendix 1 hereof are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or schedules, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or schedules, or supplements, to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith

shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. The plan for joint action hereby approved and all contractual arrangements made to effectuate the plan shall not continue in operation beyond the effective period of this order.

7. Communications concerning this order should refer to "Supplementary Order ODT 6A-58" and, unless otherwise directed, should be addressed to the Highway Transport Department, Office of Defense Transportation, Washington, D. C.

This order shall become effective October 31, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 27th day of October 1944.

J. M. JOHNSON,

Director,

Office of Defense Transportation.

APPENDIX 1

Lloyd E. Heller, doing business as Prescott Transfer & Storage Co., Prescott, Ariz.
Jesse Everets Davis, doing business as Davis Transfer, Prescott, Ariz.

Elmer Price, doing business as Price's Transfer, Prescott, Ariz.

Roland Tabler, doing business as Pioneer Express & Transfer Co., Prescott, Ariz.

John E. Heward, doing business as Black Canyon Line (lessee and operator of Nella E. Kelly, doing business as Kelly Freight Line), Prescott, Ariz.

[F. R. Doc. 44-16498; Filed, Oct. 26, 1944; 2:26 p. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 136, 2d Rev. Order 216]

BENDIX AVIATION CORP.

APPROVAL OF MAXIMUM PRICES

Second Revised Order No. 216 under Maximum Price Regulation 136, as amended. Machines and parts, and machinery services. Zenith Carburetor Division of the Bendix Aviation Corporation; Docket No. 3136-392.

Revised Order No. 216 under Maximum Price Regulation 136, as amended, is redesignated Second Revised Order No. 216 under Maximum Price Regulation 136, as amended, and is revised and amended to read as follows:

For the reasons set forth in an opinion, issued simultaneously herewith and filed

with the Division of the Federal Register, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328, and pursuant to § 1390.25a of Maximum Price Regulation 136, as amended, *It is ordered:*

(a) The maximum prices for sales by the Zenith Carburetor Division of the Bendix Aviation Corporation, 696 Hart Avenue, Detroit, Michigan, of the following carburetor models as original equipment to vehicle or engine manufacturers shall be determined as follows. The manufacturer shall deduct from the following list prices all discounts, allowances and other deductions that he had in effect to a purchaser of the same class on March 31, 1942:

Model	Outline	Adjusted list price
TU40	9549	\$10.05
R-20	9150	7.55
OH-56	425063	7.00
UC-76	426041	10.75
30BW11	9087	14.05
SF-2	A-18702 (F-5508)	10.90
22AX8	9539	20.90
161X7	9749	0.70
OH-56	A-18010	5.85
161J7	9705	7.55
69B3	9452	4.25
UC-76	425041	11.40
SF-2	350022	21.00
124 ¹ / ₂ TOP	7078	11.25
TU3YH	9314	8.75
161X7	9707	0.90
22AX8	9538	21.25
28AV11	9778	8.65
63AW11A	(S-750) (9763)	18.25
61SL7	10035	20.90
63AW12R	10094	20.05
20BW11R	9994	22.05
TU40	9790	17.10
K6A	7433	21.15
63AW11R	9865	27.00
63AW11	9786	16.50
OH-5/8	A-18020	0.20
93 ¹ / ₄	5827	11.30
256Y	6602	19.50
K6AO	6317	19.20
IN186EX1	7031	13.45
K6A	7074	21.15
TU4Y	7352	12.25
455-1	7375	20.70
22AX8	9537	20.85
22AX8	9539	21.10
62AXJ9	8994	10.05
455	7398	20.30
455	7617	21.80
455	7636	10.90
28AV11	9041	8.15
28AV11	9043	8.30
28AV11	9048	8.10
28BV11	9624	8.70
61M2AEX7	9738	10.05
28AV11	9798	8.05
28BVX9R	(S-711) (9441)	19.35
22AX80	9538	20.70
28AV11	(S-610) (9778)	8.75
63AW11	(S-750) (9763)	10.00
124 ¹ / ₂	32000	9.15
TU40D	9549	10.55
UR-34	(F-6270) (A14770)	9.85
161X7	(S-847) (9752)	0.60
63AW11B	9786	17.05
F343x1B		10.35
161J7	9700	7.35
124 ¹ / ₂ TOP	8672	12.25
161X77	9607	7.05
61A8E	10081	10.00
4578	(S-108) (9310)	50.90
62AV10	(S-450) (9341)	16.70
28BV10	9008	8.25
28BW12	10080	25.65
28AV11	9829	9.05
28AV11	9872	9.05
455	(S-250) (7593)	20.65
28BV11R	9633	21.70
161X7	9762	0.70
30BW11	(S-709) (9937)	10.25
28BV10	9604	9.50
TU3 ¹ / ₂ XV	8353	14.10
UR-34	(F-4127) (A-14210)	14.05
UR-34	A-16020D	10.45
TU3YV	8793	9.10
455	8705	19.15
UR-34	38000	10.35
UR-34	A-18210	10.85
UR-34	A-18270	11.00
UC-76	426026	11.35
SF-1	A-18531	10.15

¹ Filed as part of the original document.

Model	Outline	Adjusted list price
UR-34	425040	\$12.05
UR-34	A-18269	11.55
UC-34	426080	10.60
161-7	(S-632) (10034)	7.00
UR-34	(F-5749) (A-18240)	12.15
UC-34	426020	10.60
R20T	7138	8.90
R20T	9711	8.70
62AXJ10	(S-496) (8931)	12.75
UR-34	(F-4721) (A-14770)	13.10
UR-34	(F-4228) (A-14770)	13.25
61A5	9574	8.55
63AWE10	(S-456) (9225)	16.70
62A9	9792	14.25
63AW14	10073	35.60
28BV12	9826	9.10
28BV11	9818	8.20
62AX9	(S-648) (8993)	14.85

(b) The maximum prices for sales by the Zenith Carburetor Division of the Bendix Aviation Corporation of the following carburetor models for service or resale purposes, shall be determined as follows: The manufacturer shall deduct from the following list prices all discounts, allowances and other deductions that he had in effect to a purchaser of the same class on March 31, 1942:

Carburetor model No.	Assembly No.	List price
TU40	0-9549	\$17.50
SF-2	A18702	20.95
22AX8	0-9536	22.00
SF-2	380022	22.10
22AX8	0-9538	22.40
61SL7	0-10085	22.00
TU40	0-9780	18.00
256Y	0-6602	20.55
TU4Y	0-7352	12.85
455-1	0-7375	21.60
22AX8	0-9537	21.95
22AX8	0-9539	22.25
455	0-7398	21.35
455	0-7617	22.95
455	0-7639	20.95
22AX8	0-9538	21.60
TU40	0-9549	17.40
61ASR	0-10081	20.95
455	(S-266) 0-7398	21.70
28BV11R	0-9633	22.85
455	0-8705	20.15

(c) Resellers of the carburetor models listed in paragraph (b) shall determine their maximum prices as follows: The reseller shall adjust the price listed in (b) to reflect the discounts, allowances or other price differentials that he had in effect to a purchaser of the same class on March 31, 1942.

(d) The Zenith Carburetor Division of the Bendix Aviation Corporation shall notify its customers who buy carburetor models for resale of the method that resellers must use to determine their maximum prices for the carburetor models listed in (b) above.

(e) All requests not granted herein are denied.

(f) This second revised order may be amended or revoked by the Price Administrator at any time.

This second revised order shall become effective as of September 1, 1944.

Issued this 25th day of October 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-16464; Filed, Oct. 25, 1944;
4:48 p. m.]

[MPR 188, Amdt. 19 to Order A-2]

HOT WATER PLATES

ADJUSTMENT OF MAXIMUM PRICES

An opinion accompanying this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

Paragraph (a) (16) of Order A-2 issued under § 1499.159b of Maximum Price Regulation No. 188 is amended in the following respects:

1. Subdivision (II) is amended by adding to the list of commodities set forth therein, the following:

Children's hot water plates

2. The first paragraph of subdivision (iv) is amended to read as follows:

(iv) Any adjusted manufacturer's maximum price established under this provision will be limited to the lowest applicable amount among the following:

This amendment shall become effective on the 28th day of October, 1944.

Issued this 27th day of October 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-16535; Filed, Oct. 27, 1944;
11:37 a. m.]

[MPR 188, Amdt. 5 to 2d Rev. Order A-3]

CERTAIN DURABLE GOODS

APPROVAL OF MAXIMUM PRICES

An opinion accompanying this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

Subparagraph (b) (2) of Second Revised Order No. A-3 under Maximum Price Regulation No. 188 is amended to read as follows:

(2) If the manufacturer's entire operation is being conducted at a loss (or will be so within 90 days), an amount sufficient to cover his total unit cost to make and sell the article.

This amendment shall become effective on the 28th day of October 1944.

Issued this 27th day of October 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-16536; Filed, Oct. 27, 1944;
11:37 a. m.]

[Max. Import Price Reg., Order 54]

DELITE PRODUCTS CO.

ESTABLISHMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and by Executive Orders Nos. 9250 and 9328; it is ordered:

(a) What this order does. This order establishes maximum prices at which

the importer may sell and maximum prices at which wholesalers and retailers may buy and sell certain artificial silk hair nets, elastic edge, Style No. 8-102, imported from England by Harry H. Little, doing business as Delite Products Co., 860 South Los Angeles Street, Los Angeles 14, California, hereinafter called the "importer".

(b) Maximum prices on sales by the importer. The importer may sell such hair nets to wholesalers at a price not exceeding \$9.05 per gross, delivered, terms 2% discount, and to retailers at a price not exceeding \$11.50 per gross, delivered, 2% discount. No wholesaler or retailer may pay the importer higher prices.

(c) Maximum wholesale and retail prices. No wholesaler or retailer may sell and no person buying from them may pay prices higher than the following for such hair nets:

Class of sellers	Maximum prices
Sales by wholesalers.....	\$11.50 per gross, delivered, terms 2% 10 days.
Sales by retailers.....	13¢ each or 2 for 25¢

(d) Importer to notify wholesalers. The importer shall furnish a copy of this order to each wholesaler to whom such hair nets are sold and shall also include on the invoice the following statement:

The enclosed Order No. 54 issued under the Maximum Import Price Regulation by the Office of Price Administration, establishes your maximum selling prices for these hair nets and requires you to notify your customers what is their maximum price, as stated in the order.

(e) Wholesalers to notify retailers. The importer and every wholesaler selling such hair nets to retailers shall include on his invoice to each retailer the following statement:

Your maximum selling price for these hair nets, as established by Order No. 54 under the Maximum Import Price Regulation issued by the Office of Price Administration, is 13¢ each or 2 for 25¢.

(f) Revocation and amendment. This order may be revoked or amended at any time.

This order shall become effective on October 28, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 27th day of October 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-16534; Filed, Oct. 27, 1944;
11:37 a. m.]

Regional and District Office Orders.

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register on October 25, 1944.

REGION II

New York Order 1-F, Amendment 30, covering fresh fruit and vegetables in the five boroughs of New York City, filed 3:10 p. m.

New York Order 6-F, Amendment 12, covering fresh fruit and vegetables in Nassau and Westchester Counties, N. Y., filed 3:01 p. m.

REGION III

Cleveland Order F-1 (Rev.), Amendment 10, covering fresh fruit and vegetables in certain areas in the Cleveland district, filed 3:01 p. m.

Cleveland Rev. Order F-3, Amendment 10, covering fresh fruit and vegetables in certain areas in the Cleveland district, filed 3:06 p. m.

Cleveland Rev. Order F-4, Amendment 9, covering fresh fruit and vegetables in certain areas in Cleveland district, filed 3:01 p. m.

Louisville Order 3-F, under 3-B, Amendment 16, covering fresh fruit and vegetables in Davless and Henderson Counties, Ky., filed 3:03 p. m.

Louisville Order 4-F, under 3-B, Amendment 6, covering fresh fruit and vegetables in designated counties in Kentucky, filed 3:03 p. m.

REGION V

Fort Worth Order 1-F, Amendment 40, covering fresh fruit and vegetables in Tarrant County, Tex., filed 3:05 p. m.

Fort Worth Order 2-F, Amendment 40, covering fresh fruit and vegetables in Taylor County, Tex., filed 3:05 p. m.

Fort Worth Order 3-F, Amendment 40, covering fresh fruit and vegetables in Green County, Tex., filed 3:04 p. m.

Fort Worth Order 4-F, Amendment 40, covering fresh fruit and vegetables in McLennan County, Tex., filed 3:04 p. m.

Fort Worth Order 5-F, Amendment 40, covering fresh fruit and vegetables in Wichita County, Tex., filed 3:04 p. m.

Kansas City Order 2-F, Amendment 22, covering fresh fruit and vegetables in certain areas in the Kansas City district, filed 3:04 p. m.

Lubbock Order 3-F, Amendment 24, covering fresh fruit and vegetables in the Lubbock district, filed 3:05 p. m.

Wichita Order 4-F, Amendment 17, covering fresh fruit and vegetables in the Wichita district, filed 3:05 p. m.

REGION VI

Des Moines Order 1-F, Amendment 39, covering fresh fruit and vegetables in the Des Moines area, filed 3:03 p. m.

Des Moines Order 2-F, Amendment 13, covering fresh fruit and vegetables in the Des Moines area, filed 3:04 p. m.

Milwaukee Order 4-F, Amendment 12, covering fresh fruit and vegetables in designated counties in the Milwaukee district, filed 3:03 p. m.

Springfield Order 1-FS, Amendment 13, covering fresh fruit and vegetables in the city of Springfield, Ill., filed 3:02 p. m.

REGION VIII

Fresno Order 1-F, Amendment 41, covering fresh fruit and vegetables in the city of Fresno, Calif., filed 3:07 p. m.

Fresno Order 2-F, Amendment 29, covering fresh fruit and vegetables in Modesto, Calif., filed 3:07 p. m.

Fresno Order 3-F, Amendment 26, covering fresh fruit and vegetables in designated cities in Calif., filed 3:02 p. m.

Fresno Order 6-F, Amendment 12, covering fresh fruit and vegetables in designated areas in the Fresno district, filed 3:07 p. m.

Copies of any of these orders may be obtained from the OPA office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 44-16510; Filed, Oct. 26, 1944; 4:28 p. m.]

[Region 1 Order G-4 Under MPR 376]

SPINACH IN NEW ENGLAND

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by section 4 (c) of Maximum Price Regulation No. 376, it is hereby ordered:

(a) *Sellers subject to this order.* This order applies to the following sellers as defined herein of repack spinach:

- (1) Repackers.
- (2) Secondary Jobbers.

(b) *Definitions and maximum prices of repackers.* (1) The maximum prices for the sale or delivery of repack spinach established by Maximum Price Regulation No. 376 and by General Order No. 1 under Temporary Maximum Price Regulation No. 29 are hereby modified, so that the maximum prices for sales or deliveries of repack spinach by repackers shall be as set forth in subparagraph (3) of this paragraph.

(2) A repacker of spinach is a person who purchases spinach either in carlot or trucklot or less-than-carlot or less-than-trucklot quantities under Maximum Price Regulation No. 426, washes, trims, and repacks the spinach for resale.

(3) To 55% of the maximum per bushel price established under Column 6 of the table in paragraph (c) of Maximum Price Regulation No. 426 (sales of unbroken carlots or trucklots by persons other than growers or country shippers) the repacker may add the following amounts for one dozen, ten ounce, sealed, cellophane-wrapped packages of spinach which has been washed, trimmed and repacked:

- (i) 72¢; and
- (ii) 18¢ for sales of repack spinach for resale or to commercial, governmental or institutional users; or
- (iii) 20¢ for sales of spinach to retailers delivered to the premises of the purchaser, where sale is made to ultimate consumers.

(c) *Definitions and maximum prices of secondary jobbers.* (1) The maximum prices for the sale or delivery of repack spinach established by Maximum Price Regulation No. 376 or General Order No. 1 under Temporary Maximum Price Regulation No. 29 for intermediate sellers are hereby modified so that the maximum prices for sales or deliveries of repack spinach by secondary jobbers shall be as set forth in subparagraph (3) of this paragraph.

(2) A secondary jobber means a person other than a retailer who purchases repack spinach from a repacker in less-than-carlot or less-than-trucklot quantities and resells it in any quantities.

(3) To the repacker's maximum prices established under subparagraph (b) (3) of this order, a secondary jobber may add the amount of 20¢ for sales of one dozen, ten ounce, sealed, cellophane-wrapped packages of spinach which has been washed, trimmed and repacked delivered to the premises of the purchaser.

(d) *Geographical applicability.* The provisions of this order shall be applicable throughout Region I, i. e., throughout the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island and Connecticut.

(e) *Definitions.* Unless the context otherwise requires, the definitions as set forth in section 302 of the Emergency Price Control Act of 1942, as amended, and section 20 of the General Maximum Price Regulation shall apply to the terms used in this order.

(f) *Revocation or replacement.* This order is subject to revocation or amendment by the Office of Price Administration at any time, either by special order, or by any Price Regulation issued hereafter, or by any supplement or amendment hereafter issued to any Price Regulation, the provisions of which may be contrary hereto.

This order shall become effective October 20, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 17th day of October 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44-16511; Filed, Oct. 26, 1944; 4:28 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 59-39, 54-50]

NORTH AMERICAN LIGHT & POWER CO., ET AL.
ORDER GRANTING APPLICATIONS AND PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 24th day of October 1944.

In the matter of North American Light & Power Company, Holding Company System and The North American Company, File No. 59-39; North American Light & Power Company, File No. 54-50.

Illinois Traction Company, a registered holding company and a subsidiary of North American Light & Power Company, also a registered holding company and in turn a subsidiary of The North American Company, likewise a registered holding company, having filed applications and declarations, and amendments thereto, pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935 for the approval of a plan to enable it to comply with section 11 (b) of said act, and under sections 9, 10 and 12 of said act and the applicable Rules promulgated thereunder, for the approval of certain transactions incident to said plan; and

North American Light & Power Company having joined in said applications and declarations, as amended, and having also filed applications and declarations, and amendments thereto, pursuant to sections 9, 10 and 12 of said act and the applicable Rules promulgated thereunder, for the approval of its acquisition of certain portfolio securities and other assets upon the liquidation of Illinois Traction Company; and

Illinois Traction Company and North American Light & Power Company having requested that the order of the Commission herein conform to the formal

requirements of sections 371 and 1808 of the Internal Revenue Code, as amended;

Hearings having been held after appropriate notice; and the Commission having considered the record and having made and filed its findings and opinion herein, and having found that the plan is necessary to effectuate the provisions of section 11 (b) and fair and equitable to the persons affected thereby;

It is ordered, That the applications and declarations be and they hereby are granted and permitted to become effective, respectively, subject to the conditions prescribed in Rule U-24 and to the reservation of jurisdiction hereinafter noted;

It is further ordered and recited, That (1) the cash payment by Illinois Traction Company of the sum of \$166 per share to the public holders of its preferred stock and the sum of \$50 per share to the public holders of its common stock upon the surrender for cancellation of the certificates of preferred and common stock so held, and (2) the transfer by Illinois Traction Company to North American Light & Power Company of its then remaining assets, namely, 1496 shares of 7% preferred stock and 10,000 shares of common stock of Kewanee Public Service Company, 350 shares of common stock of Cahokia Manufacturers Gas Company, 300,000 shares of common stock of Illinois Power Company and warrants for 300,000 shares of the later common stock, and the remaining cash, are necessary or appropriate to the integration and simplification of the holding company system of which Illinois Traction Company is a member and necessary or appropriate to effectuate the provisions of section 11 (b) of the Public Utility Holding Company Act of 1935;

It is further ordered, That jurisdiction be and hereby is reserved with respect to all fees and expenses incurred in connection with the plan and the transactions incidental thereto;

It is further ordered, That continuing jurisdiction be and hereby is reserved over the accounting entries to be made by North American Light & Power Company in connection with the liquidation of Illinois Traction Company, including the right to review such entries at a subsequent date and require any changes in the entries which may be necessary or appropriate.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 44-16506; Filed, Oct. 26, 1944;
2:55 p. m.]

[File No. 68-40]

RHODE ISLAND PUBLIC SERVICE CO.

ORDER PERMITTING AMENDMENT TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 24th day of October A. D. 1944.

In the matter of Godfrey S. Simonds, Edward B. Aldrich, George F. Bliven, Herbert H. Brooks, Russell C. Harrington

and Charles B. McGowan, Committee for The Rhode Island Public Service Company \$2 Cumulative Preferred Stock; File No. 68-40.

Godfrey B. Simonds, Edward B. Aldrich, George F. Bliven, Herbert H. Brooks, Russell C. Harrington and Charles B. McGowan, constituting themselves as a Committee for The Rhode Island Public Service Company \$2 Cumulative Preferred Stock, and having heretofore filed a declaration and amendment thereto pursuant to Rule U-62 promulgated under the Public Utility Holding Company Act of 1935 regarding certain solicitation material to be sent to the \$2 Cumulative Preferred Stockholders of The Rhode Island Public Service Company, a subsidiary holding company of New England Power Association, a registered holding company, and said declaration, as amended, having been made effective by the Commission's Order of June 5, 1944; and

Said declarants having filed post-amendment No. 3 on October 19, 1944 for the purpose of submitting to various brokers representing the holders of said \$2 Cumulative Preferred Stock a supplementary letter of solicitation and report of the hearings before this Commission involving the Plan of Simplification of the New England Power Association holding company system (File No. 54-92); and

The Commission having considered the matter and being fully advised in the premises,

It is ordered, That said Post-Amendment No. 3 be and hereby is permitted to become effective forthwith.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 44-16507; Filed, Oct. 26, 1944;
2:55 p. m.]

[File Nos. 52-21, 52-24; 34-7, 52-23]

MIDLAND UNITED CO., AND MIDLAND UTILITIES CO.

ORDER GRANTING APPLICATIONS, PERMITTING DECLARATIONS TO BECOME EFFECTIVE, AND REQUIRING DIVESTMENTS

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 24th day of October A. D. 1944.

In the matter of Hugh M. Morris, Trustee of the Estate of Midland United Company and Clarence A. Southerland and Jay Samuel Hartt, Trustees of the Estate of Midland Utilities Company, File No. 52-21, 52-24; Midland Utilities Company, File No. 34-7, 52-23.

The Commission having issued orders in this matter September 27, 1944, and October 5, 1944, approving a Modified Plan for the reorganization of Midland United Company and Midland Utilities Company under section 11 (f) of the Public Utility Holding Company Act of 1935, for submission to the District Court of the United States for the District of Delaware, the reorganization Court having jurisdiction of the estates of said companies under the Bankruptcy Act;

The Trustees of the estates of said companies having requested the Commission

to issue an order granting applications and permitting declarations to become effective with respect to proposed transactions necessary to the consummation of said modified plan pursuant to sections 7, 10 and 12 of the Holding Company Act;

Hearings having been held in these proceedings after appropriate notice; the Commission having considered the record, briefs and oral argument herein, and having issued its preliminary findings and opinion September 27, 1944, and its definitive findings and opinion on the date of this order (Holding Company Act Releases Nos. 5317 and 5317-A);

On the basis of said findings and opinions, and pursuant to the applicable provisions of the Holding Company Act and Rule U-64 of the General Rules and Regulations issued thereunder,

It is ordered, That applications and declarations with respect to all transactions proposed in the Modified Plan and necessary to the consummation thereof be and they hereby are granted and permitted to become effective, respectively, subject to the provisions of Rule U-24 and to the following terms and conditions:

1. That The Middle West Corporation shall divest itself of all its interest in the common stock of Midland Realization Company within one year following acquisition thereof, or within such longer period (not to exceed one additional year) as may be permitted for good cause pursuant to section 11 (c) of the act;

2. That the Commission reserves jurisdiction to pass, in appropriate proceedings, upon the retainability by The Middle West Corporation of any interest in or control over Public Service Company of Indiana, Inc., under the standards of section 11 (b) (1) of the act;

3. That the Commission reserves jurisdiction to pass upon the qualifications and methods of selection of the three persons to be hereafter designated to serve on the initial boards of directors of Midland Realization Company and the reorganized Midland Utilities Company; and to pass upon the accounting entries to be made on the books of said companies; and

4. That nothing herein contained shall authorize consummation of any of the transactions proposed in the modified plan until the reorganization Court shall have entered an order confirming the modified plan under the provisions of the Bankruptcy Act: *Provided, however*, That this order shall be operative to authorize consummation of any transactions (including those necessary to consummate the proposed settlement agreement with secured creditors) that are specifically approved by the reorganization Court for consummation prior to confirmation of the modified plan, at the time of such approval by the Court.

And questions having arisen in the course of the hearings herein regarding compliance by the debtor companies with the provisions of sections 11 (b) (1) and 11 (b) (2) of the act, and said companies and their respective trustees having consented to the entry of an order in this proceeding with respect to such matters; now, therefore, pursuant to section 11 (b) (1) of the act,

It is ordered, That Midland United Company, Midland Utilities Company, their respective trustees, Midland Realization Company, and Midland Utilities Company as reorganized shall divest themselves of all direct and indirect interest in and control over any and all properties and businesses other than those of Northern Indiana Public Service Company and its subsidiaries, and Indiana Service Corporation, in any appropriate manner not in contravention of the applicable provisions of the act and the rules and regulations thereunder, within one year from the date hereof or within such longer period (not to exceed one additional year) as may be permitted for good cause pursuant to section 11 (c) of the act;

It is further ordered, That nothing contained herein shall limit the jurisdiction of the Commission under sections 11 (b) (1) and 11 (b) (2) to enter such other and further orders as may be necessary or appropriate to effectuate the provisions of said act.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 44-16508; Filed, Oct. 26, 1944;
2:55 p. m.]

WAR FOOD ADMINISTRATION.

SAN JUAN, PUERTO RICO, AND ST. CROIX,
VIRGIN ISLANDS

HEARINGS ON 1944-1945 SUGAR CROP WAGE RATES AND DESIGNATION OF PRESIDING OFFICERS

Pursuant to the authority contained in subsections (b) and (d) of section 301 and section 511 of the Sugar Act of 1937 (Pub. Law No. 414, 75th Congress), as amended, and Executive Order No. 9322, issued March 26, 1943, as amended by Executive Order No. 9334, issued April 19, 1943, notice is hereby given that public hearings will be held at San Juan, Puerto Rico, in the Auditorium of the Ateneo on November 20, 1944 at 9:30 a. m. and at Christiansted, St. Croix, Virgin Islands, in the Municipal Council Hall, on November 23, 1944 at 9:30 a. m.

The purpose of such hearings is to receive evidence likely to be of assistance to the War Food Administrator in determining (1), pursuant to the provisions of subsection (b) of section 301 of the said act, fair and reasonable wage rates to be paid in Puerto Rico and in the Virgin Islands to persons employed in connection with the production, cultivation or harvesting of the 1944-45 crop on farms with respect to which applications for payment under the act are made, and (2), pursuant to the provisions of subsection (d) of section 301 of the said act, fair and reasonable prices for the 1944-45 crop of sugarcane to be paid, under either purchase or toll agreements, by persons who, as producers, apply for payments under the said act; and, pursuant to the provisions of section 511 of the said act, to receive evidence likely to be of assistance to the War Food Administrator in making recommendations with respect to the terms and conditions

of contracts between producers and processors of sugarcane.

Such hearings, after being called to order at the time and place mentioned above, may for convenience, be adjourned to such other place in the same city as the presiding officers may designate and may be continued from day to day within the discretion of the presiding officers.

G. Laguardia, J. Capo Caballero, Alcides Zeno, Guillermo Perez, and Aram D. Manuelian are hereby designated as presiding officers to conduct, either jointly or severally, the foregoing hearings.

Issued at Washington, D. C., this 26th day of October 1944.

ASHLEY SELLERS,
Acting War Food Administrator.

[F. R. Doc. 44-16532; Filed, Oct. 27, 1944;
11:20 a. m.]

TRI-STATE MARKETING AREA

NOTICE OF POSTPONEMENT OF HEARING ON HANDLING OF MILK

Notice of postponement of hearing on proposed marketing agreement and order regulating the handling of milk in the Tri-State marketing area (the territory lying within the corporate limits of the Cities of Ashland, Kentucky; Huntington and Parkersburg, West Virginia; Marietta, Ironton, and Gallipolis, Ohio; and all incorporated and unincorporated territory lying geographically within the counties of Athens and Scioto, Ohio).

Pursuant to the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 1940 et seq.), notice is hereby given that the hearing on a proposed marketing agreement and order regulating the handling of milk in the Tri-State marketing area which was on October 12, 1944, scheduled (9 F. R. 12498) to be held in the Knights of Pythias Hall, Gallipolis, Ohio, beginning at 10:00 a. m., e. s. t., October 31, 1944, is postponed; and such hearing shall be held at the County Court House, Gallipolis, Ohio, beginning at 10:00 a. m., e. s. t., December 5, 1944.

The reference in the October 12, 1944, notice of such hearing to the Dairymen's Cooperative Sales Association, Charleston, West Virginia, as one of the proponents of the aforesaid marketing agreement and order is deleted.

Issued at Washington, D. C., this 26th day of October 1944.

ASHLEY SELLERS,
Acting War Food Administrator.

[F. R. Doc. 44-16531; Filed, Oct. 27, 1944;
11:20 a. m.]

WAR MANPOWER COMMISSION.

NEW LONDON, CONN., AREA

EMPLOYMENT STABILIZATION PROGRAM

The following employment stabilization program for the New London Area is hereby prescribed, pursuant to § 907.3 (g) of War Manpower Commission

Regulation No. 7, "Governing Employment Stabilization Programs," effective August 16, 1943 (8 F. R. 11338).

Sec.

1. Purpose.
2. Definitions.
3. Control of hiring and solicitation of workers.
4. Authority and responsibilities of Management-Labor Committee.
5. General.
6. Issuance of statements of availability by employers.
7. Issuance of statements of availability by United States Employment Service.
8. Referral by the United States Employment Service.
9. Workers who may be hired only upon referral by the United States Employment Service.
10. Hiring contrary to the program.
11. Exclusions.
12. Appeals.
13. Statements of availability.
14. Solicitation of workers.
15. Hiring.
16. Representation.
17. General referral policies.
18. Effective date.

SECTION 1. Purpose. This employment stabilization program has been adopted for the New London area, subject to approval by the Regional Director. Its purpose is to assist the War Manpower Commission in bringing about, by measures equitable to labor and management and necessary for the effective prosecution of the war:

- (a) The elimination of wasteful labor turnover in essential activities,
- (b) The reduction of unnecessary labor migration,
- (c) The direction of the flow of scarce labor where most needed in the war program,
- (d) The maximum utilization of manpower resources.

SEC. 2. Definitions. As used in this employment stabilization program:

(a) "The New London area" is the area comprised of the towns of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Salem, Stonington and Waterford.

(b) "Agriculture" means those farm activities carried on by farm owners or tenants on farms in connection with the cultivation of the soil, the harvesting of crops, or the raising, feeding, or management of livestock, bees and poultry, and shall not include any packing, canning, processing, transportation or marketing of articles produced on farms unless performed or carried on as an incident to ordinary farming operations as distinguished from manufacturing or commercial operations.

(c) "State" includes Alaska, Hawaii, and the District of Columbia.

(d) "New employee" means any individual who has not been in the employment of the hiring employer at any time during the preceding 30-day period. For the purpose of this definition, employment of less than seven days' duration and employment which is supplemental to the employee's principal work shall be disregarded.

(e) "Critical occupation" means any occupation designated as a critical occupation by the Chairman of the War Manpower Commission.

(f) "Additional controlled occupation" means an occupation found by the Area Manpower Director for the New London area with the approval of the Regional Director to be either:

(1) One of a category of occupations in an activity in which manpower shortages threaten critically needed production in such area, or

(2) An occupation in which the demand for workers in the area exceeds the available supply.

A list of the "additional controlled occupations" designated by the Area Manpower Director is attached¹ to this program and may be amended from time to time by the Area Manpower Director with the approval of the Regional Director.

(g) "Essential activity" means any activity included in the War Manpower Commission list of essential activities. (9 F.R. 3439)

(h) "Locally needed activity" means any activity approved by the Regional Manpower Director as a locally needed activity.

(i) The terms "employment" and "work" as applied to an individual engaged in principal and supplementary employment mean his principal employment.

SEC. 3. Control of hiring and solicitation of workers. All hiring and solicitation of workers in, or for work in, the New London area shall be conducted in accordance with this employment stabilization program.

"All hiring and solicitation of workers in, or for work in, the New London area" as used in this section shall include hiring and solicitation, whether within or outside the New London area, if the work is to be performed within the area.

SEC. 4. Authority and responsibilities of Management-Labor Committee. The Area Management-Labor War Manpower Committee for the New London area is authorized to consider questions of policy, standards, and safeguards in connection with the administration of this employment stabilization program, and make recommendations concerning the same to the Area War Manpower Director.

It shall be the responsibility of this committee to hear and decide appeals or to delegate such responsibility to an Area Appeals Committee in accordance with regulations of the War Manpower Commission governing appeals.

SEC. 5. General. A new employee, who during the preceding 60-day period was engaged in an essential or locally needed activity, may be hired only if such hiring would aid in the effective prosecution of the war. Such hiring shall be deemed to aid in the effective prosecution of the war only if:

(a) Such individual is hired for work in an essential or locally needed activity or for work to which he has been referred by the United States Employment Service, and

(b) Such individual presents a statement of availability from his last employment in an essential or locally needed activity, or is referred by the United States Employment Service of the War Manpower Commission, or is hired with its consent, as provided herein.

SEC. 6. Issuance of statements of availability by employers. An individual whose last employment is or was in an essential or locally needed activity shall receive a statement of availability from his employer if:

(a) He has been discharged, or his employment has been otherwise terminated by his employer, or

(b) He has been laid off for an indefinite period, or for a period of seven or more days, or

(c) Continuance in his employment would involve undue personal hardship, or

(d) Such employment is or was at a wage or salary or under working conditions below standards established by State or Federal law or regulations, or

(e) Such employment is or was at a wage or salary below a level established or approved by the National War Labor Board (or other agency authorized to adjust wages or approve adjustments thereof) as warranting adjustment, and the employer has failed to adjust the wage in accordance with such level or to apply to the appropriate agency for such adjustment or approval thereof.

SEC. 7. Issuance of statements of availability by United States Employment Service. (a) A statement of availability shall be issued promptly to an individual when any of the circumstances set forth in section 6 is found to exist in his case. If the employer fails or refuses to issue a statement of availability to an individual entitled to such statement, the United States Employment Service of the War Manpower Commission, upon finding that the individual is entitled thereto, shall issue a statement of availability to the individual. Pending such find the United States Employment Service shall request the worker to remain on his present job, or to return to it in instances where the worker has voluntarily terminated his employment.

When none of the circumstances set forth in section 6 is found to exist in an individual's case, the United States Employment Service shall attempt to persuade such individual to return to his former employment in an essential or locally needed activity providing the employer will reemploy the worker without prejudice.

(b) A statement of availability shall be issued by the United States Employment Service to any individual in the employ of an employer who the War Manpower Commission finds, after notice, hearing and final decision, has not complied with any War Manpower Commission employment stabilization program, regulation, or policy, or has not made a reasonable effort to comply with a recommendation of a duly authorized representative of the War Manpower Commission with respect to the more effective utilization of labor and for so long as

such employer continues his non-compliance after such finding.

An employer who continues to be in non-compliance after notice, hearing and final decision, may not hire any new employee, whether or not such person has a statement of availability.

(c) A temporary statement of availability, valid for a period not in excess of 60 days, may be issued by the United States Employment Service to an individual at his request, who because of seasonal or temporary lay-off is not employed at his customary work. In such cases, an employer may hire such a worker for the period designated in the temporary statement of availability and shall release such worker at the end of such period. Upon release of such a worker, the employer shall not issue a statement of availability to him but shall instruct him to return to his former employment. Nothing in this section shall be construed to supersede the provisions of section 9 paragraph (e).

A temporary statement of availability shall contain in addition to the provision of the regular form, the words:

The employer hiring the above named worker shall not retain such worker in his employ after _____ and shall not issue a statement of availability to such worker upon his release.

SEC. 8. Referral by the United States Employment Service. If an individual is employed at less than full time or at a job which does not utilize his highest recognized skill for which there is a need in the war effort the United States Employment Service may, upon his request, refer him to other available employment in which it finds that the individual will be more fully utilized in the war effort.

The United States Employment Service shall, upon the request of an individual, refer him to a former employer when it is found that he has received from such an employer with whom he has reemployment rights under an existing collective bargaining agreement a notice that he must return to his former employment in order to preserve his seniority status.

SEC. 9. Workers who may be hired only upon referral by the United States Employment Service. Under the circumstances set forth below, a new employee may not be hired solely upon presentation of a statement of availability, but may be hired only upon referral by, or in accordance with arrangements with, the United States Employment Service:

(a) The new employee is to be hired for work in a critical occupation, or his statement of availability indicates that this last employment was in a critical occupation, or

(b) The new employee is to be hired for work in an additional controlled occupation or his statement of availability indicates that his last employment was in such an occupation, or

(c) The new employee has not lived or worked in the locality of the new employment throughout the preceding 30-day period, or

(d) The new employee's last regular employment was in agriculture and he is to be hired for non-agricultural work:

¹ Not filed with the Division of the Federal Register.

Provided, That no such individual shall be referred to non-agricultural work except after consultation with a designated representative of the War Food Administration: And provided further, That such an individual may be hired for non-agricultural work for a period of not to exceed six weeks without referral or presentation of a statement of availability.

(e) The new employee is a male worker.

Sec. 10. Hiring contrary to the program. An employer shall upon written request of the United States Employment Service, promptly release from employment any worker hired in violation of this program.

Sec. 11. Exclusions. No provision of this employment stabilization program shall be applicable to:

(a) The hiring of a new employee for agricultural employment;

(b) The hiring of a new employee for work of less than seven days' duration, or for work which is supplementary to the employee's principal work; but such work shall not constitute the individual's "last employment" for the purposes of program, unless the employee is customarily engaged in work of less than seven days' duration;

(c) The hiring of an employee in any Territory or possession of the United States, except Alaska and Hawaii;

(d) The hiring by a foreign, State, county, or municipal government, or their political subdivisions or their agencies and instrumentalities, or to the hiring of any of their employees, unless such foreign, State, county, or municipal government or political subdivision or agency or instrumentality has indicated its willingness to conform, to the maximum extent practicable under the Constitution and laws applicable to it, with the program;

(e) The hiring of a new employee for domestic service, or to the hiring of a new employee whose last regular employment was in domestic service;

(f) The hiring of a school teacher for vacation employment or the rehiring of a school teacher for teaching at the termination of the vacation period.

Sec. 12. Appeals. Any worker or employer may appeal from any act or failure to act by the War Manpower Commission under this employment stabilization program in accordance with regulations and procedure of the War Manpower Commission.

Sec. 13. Statements of availability. A statement of availability issued to an individual pursuant to the program shall contain only the individual's name, address, social security account number, if any, the name and address of the issuing employer, or War Manpower Commission officer and office, the date of issuance, a statement as to whether or not the individual's last employment was in a critical occupation or in an additional controlled occupation, and such other information not prejudicial to the employee in seeking new employment as may be authorized or required by the War Manpower Commission.

Statements of availability received by any employer pursuant to this program

shall be retained during the continuance of this program and for six months thereafter. They shall be made accessible to the Area Manpower Director or his representative upon request.

Sec. 14. Solicitation of workers. No employer shall advertise or otherwise solicit for the purpose of hiring any individual if the hiring of such an individual would be subject to restrictions under the employment stabilization program, except in a manner consistent with such restriction.

Sec. 15. Hiring. The decision to hire or refer a worker shall be based on qualifications essential for performance of or suitability for the job and shall be made without discrimination as to race, color, creed, sex, national origin, or except as required by law, citizenship.

The Federal Government shall be considered as a single essential employer for the purposes of this program, and all hiring for departments and agencies of the Federal Government subject to the Civil Service Act, rules and regulations, shall be conducted by the U. S. Civil Service Commission which shall recruit in accordance with the policies of the War Manpower Commission.

Sec. 16. Representation. Nothing contained in the program shall be construed to restrict any individual from seeking the advice and aid of, or from being represented by, the labor organization of which he is a member or any other representative freely chosen by him, at any step in the operation of the program.

Sec. 17. General referral policies. No provision in the program shall limit the authority of the United States Employment Service or any other governmental agency designated by the War Manpower Commission to make referrals in accordance with approved policies and instructions of the War Manpower Commission.

Sec. 18. Effective date. This program shall become effective June 1, 1944, and is in substitution for and supersedes the employment stabilization plan in effect prior to such date. It shall, subject to such amendments as the War Manpower Commission may promulgate, continue in effect for six months following the termination of the war, unless sooner terminated by the War Manpower Commission.

Dated: September 21, 1944.

WILLIAM J. BRADY,
Area Director.

Approved: October 17, 1944.

ARTHUR C. GERNES,
Regional Director.

[F. R. Doc. 44-16502; Filed, Oct. 26, 1944;
3:20 p. m.]

NEW LONDON, CONN., AREA

AMENDMENTS TO EMPLOYMENT STABILIZATION PROGRAM

The following sections are added to the employment stabilization program for the New London, Conn., area:

Sec. 19. Ceilings. The Area Manpower Director may fix for all or any establishments in the New London Area, fair and reasonable employment ceilings and allowances, limiting the number of employees or other specified types of employees which such establishments may employ during specified periods. Such ceilings and allowances will be determined on the basis of the establishment's actual labor needs, the available labor supply, and/or the relative urgency of the establishment's products or services to the war effort. Except as authorized by the Area Manpower Director, no employer shall hire any new employee for work in such establishments if the hiring of such employee would result in such establishment's exceeding the employment ceiling or allowances currently applicable to it. (Approved Aug. 14, 1944.)

Sec. 20. Standards of referrals. The Area Manpower Director, after consultation with the Area Management-Labor War Manpower Committee to determine the degree necessary, may adopt certain standards of priority referral of workers to be followed by the United States Employment Office located within the area. Such standards shall be consistent with the policies of the War Manpower Commission and a copy of such standards as are currently in force shall be maintained available for public inspection at each area and local employment office within the area. (Approved, Aug. 14, 1944.)

Dated: September 21, 1944.

WILLIAM J. BRADY,
Area Director.

Approved: October 17, 1944.

ARTHUR C. GERNES,
Regional Director.

[F. R. Doc. 44-16500; Filed, Oct. 26, 1944;
3:20 p. m.]

NORWICH, CONN., AREA

EMPLOYMENT STABILIZATION PROGRAM

The following employment stabilization program for the Norwich Area is hereby prescribed, pursuant to § 907.3 (g) of War Manpower Commission Regulation No. 7, "Governing Employment Stabilization Programs," effective August 16, 1944 (8 F.R. 11338).

Sec.

1. Purpose.
2. Definitions.
3. Control of hiring and solicitation of workers.
4. Authority and responsibilities of Management-Labor Committee.
5. General.
6. Issuance of statements of availability by employers.
7. Issuance of statements of availability by United States Employment Service.
8. Referral by the United States Employment Service.
9. Workers who may be hired only upon referral by the United States Employment Service.
10. Hiring contrary to the program.
11. Exclusions.
12. Appeals.
13. Statements of availability.
14. Solicitation of workers.

- Sec.
15. Hiring.
16. Representation.
17. General referral policies.
18. Effective date.

SECTION 1. Purpose. This employment stabilization program has been adopted for the Norwich area, subject to the approval by the Regional Director. Its purpose is to assist the War Manpower Commission in bringing about, by measures equitable to labor and management and necessary for the effective prosecution of the war:

- (a) The elimination of wasteful labor turnover in essential activities,
- (b) The reduction of unnecessary labor migration,
- (c) The direction of the flow of scarce labor where most needed in the war program,
- (d) The maximum utilization of manpower resources.

Sec. 2. Definitions. As used in this employment stabilization program:

(a) "The Norwich area" is the area comprised of the towns of Bozrah, Colchester, Franklin, Griswold, Lisbon, Norwich, Preston, Sprague and Voluntown.

(b) "Agriculture" means those farm activities carried on by farm owners or tenants on farms in connection with the cultivation of the soil, the harvesting of crops, or the raising, feeding, or management of livestock, bees and poultry, and shall not include any packing, canning, processing, transportation or marketing of articles produced on farms unless performed or carried on as an incident to ordinary farming operations as distinguished from manufacturing or commercial operations.

(c) "State" includes Alaska, Hawaii, and the District of Columbia.

(d) "New employee" means any individual who has not been in the employment of the hiring employer at any time during the preceding 30-day period. For the purpose of this definition, employment of less than seven days' duration and employment which is supplemental to the employee's principal work shall be disregarded.

(e) "Critical occupation" means any occupation designated as a critical occupation by the Chairman of the War Manpower Commission.

(f) "Additional controlled occupation" means an occupation found by the Area Manpower Director for the Norwich area with the approval of the Regional Director to be either:

(1) One of a category of occupations in an activity in which manpower shortages threaten critically needed production in such area, or

(2) An occupation in which the demand for workers in the Area exceeds the available supply.

A list of the "additional controlled occupations" designated by the Area War Manpower Director is attached¹ to this program and may be amended from time to time by the Area War Manpower Director with the approval of the Regional Director.

(g) "Essential activity" means any activity included in the War Manpower

Commission List of Essential Activities. (9 F.R. 3439)

(h) "Locally needed activity" means any activity approved by the Regional Manpower Director as a locally needed activity.

(i) The terms "employment" and "work" as applied to an individual engaged in principal and supplementary employment mean his principal employment.

Sec. 3. Control of hiring and solicitation of workers. All hiring and solicitation of workers in, or for work in, the Norwich Area shall be conducted in accordance with this employment stabilization program.

This shall be interpreted to include hiring and solicitation of workers, both within and outside the Norwich Area, if the work is to be performed within the area.

Sec. 4. Authority and responsibilities of Management-Labor Committee. The Area Management-Labor War Manpower Committee for the Norwich Area is authorized to consider questions of policy, standards, and safeguards in connection with the administration of this employment stabilization program, and to make recommendations concerning the same to the Area War Manpower Director.

It shall be the responsibility of this committee to hear and decide appeals or to delegate such responsibility to an Area Appeals Committee in accordance with regulations of the War Manpower Commission governing appeals.

Sec. 5. General. A new employee, who during the preceding 60-day period was engaged in an essential or locally needed activity, may be hired only if such hiring would aid in the effective prosecution of the war. Such hiring shall be deemed to aid in the effective prosecution of the war only if:

(a) Such individual is hired for work in an essential or locally needed activity or for work to which he has been referred by the United States Employment Service, and

(b) Such individual presents a statement of availability from his last employment in an essential or locally needed activity, or is referred by the United States Employment Service of the War Manpower Commission, or is hired with its consent, as provided herein.

Sec. 6. Issuance of statements of availability by employers. An individual whose last employment is or was in an essential or locally needed activity shall receive a statement of availability from his employer if:

(a) He has been discharged, or his employment has been otherwise terminated by his employer, or

(b) He has been laid off for an indefinite period, or for a period of seven or more days, or

(c) Continuance in his employment would involve undue personal hardship, or

(d) Such employment is or was at a wage or salary or under working conditions below standards established by State or Federal law or regulation, or

(e) Such employment is or was at a wage or salary below a level established or approved by the National War Labor Board (or other agency authorized to adjust wages or approve adjustments thereof) as warranting adjustment, and the employer has failed to adjust the wage in accordance with such level or to apply to the appropriate agency for such adjustment or approval thereof.

Sec. 7. Issuance of statements of availability by United States Employment Service. (a) A statement of availability shall be issued promptly to an individual when any of the circumstances set forth in section 6 is found to exist in his case. If the employer fails or refuses to issue a statement of availability to an individual entitled to such statement, the United States Employment Service of the War Manpower Commission, upon finding that the individual is entitled thereto, shall issue a statement to the individual. Pending such finding the United States Employment Service shall either request the worker to remain on his present job, or to return to it in instances where the worker has voluntarily terminated his employment.

When none of the circumstances set forth in section 6 is found to exist in an individual's case, the United States Employment Service shall attempt to persuade such individual to return to his former employment in an essential or locally needed activity providing the employer will reemploy the worker without prejudice.

(b) A statement of availability shall be issued by the United States Employment Service to any individual in the employ of an employer who the War Manpower Commission finds, after notice, hearing and final decision, has not complied with any War Manpower Commission Employment Stabilization Program, regulation, or policy, and for so long as such employer continues his non-compliance after such finding.

An employer who continues to be in non-compliance after notice, hearing and final decision, may not hire any new employee, whether or not such person has a statement of availability.

(c) A temporary statement of availability, valid for a period not in excess of 60 days, may be issued by the United States Employment Service to an individual at his request, who because of seasonal or temporary lay-off is not employed at his customary work. In such cases, an employer may hire such a worker for the period designated in the temporary statement of availability and shall release such worker at the end of such period. Upon release of such a worker, the employer shall not issue a statement of availability to him but shall instruct him to return to his former employment. Nothing in this section shall be construed to supersede the provisions of section 9 (d).

A temporary statement of availability shall contain in addition to the provisions of the regular form, the words:

The employer hiring the above-named worker shall not retain such worker in his employ after _____ and shall not issue a statement of availability to such worker upon his release.

¹Not filed with the Division of the Federal Register.

SEC. 8. Referral by the U. S. Employment Service. If an individual is employed at less than full time or at a job which does not utilize his highest recognized skill for which there is a need in the war effort, the United States Employment Service may, upon his request, refer him to other available employment in which it finds that the individual will be more fully utilized in the war effort.

The United States Employment Service shall, upon the request of an individual, refer him to a former employer when it is found that he has received from such employer with whom he has reemployment rights under an existing collective bargaining agreement, a notice that he must return to his former employment in order to preserve his seniority status.

SEC. 9. Workers who may be hired only upon referral by the United States Employment Service. Under the circumstances set forth below, a new employee may not be hired solely upon presentation of a statement of availability, but may be hired only upon referral by, or in accordance with arrangements with, the United States Employment Service:

(a) The new employee is to be hired for work in a critical occupation, or his statement of availability indicates that his last employment was in a critical occupation;

(b) The new employee is to be hired for work in an additional controlled occupation or his statement of availability indicates that his last employment was in such an occupation;

(c) The new employee has not lived or worked in the locality of the new employment throughout the preceding 30-day period;

(d) The new employee's last regular employment was in agriculture and he is to be hired for non-agricultural work: *Provided*, That no such individual shall be referred to non-agricultural work except after consultation with a designated representative of the War Food Administration: *And provided further*, That such an individual may be hired for non-agricultural work for a period of not to exceed six weeks without referral or presentation of a statement of availability.

(e) The new employee is a male worker.

SEC. 10. Hiring Contrary to the Program. An employer shall, upon written request of the United States Employment Service, promptly release from employment any worker hired in violation of this program.

SEC. 11. Exclusions. No provision of this employment stabilization program shall be applicable to:

(a) The hiring of a new employee for agricultural employment;

(b) The hiring of a new employee for work of less than seven days' duration or for work which is supplementary to the employee's principal work; but, such work shall not constitute the individual's "last employment" for the purposes of the program, unless the employee is customarily engaged in work of less than seven days' duration;

(c) The hiring of an employee in any Territory or possession of the United States, except Alaska and Hawaii;

(d) The hiring by a foreign, State, county, or municipal government, or their political subdivisions or their agencies and instrumentalities, or to the hiring of any of their employees, unless such foreign, State, county or municipal government or political subdivision or agency or instrumentality has indicated its willingness to conform, to the maximum extent practicable under the Constitution and laws applicable to it, with the program;

(e) The hiring of a new employee for domestic service, or to the hiring of a new employee whose last regular employment was in domestic service;

(f) The hiring of a school teacher for vacation employment or the rehiring of a school teacher for teaching at the termination of the vacation period.

SEC. 12. Appeals. Any worker or employer may appeal from any act or failure to act by the War Manpower Commission under this employment stabilization program, in accordance with regulations and procedures of the War Manpower Commission.

SEC. 13. Statements of availability. A statement of availability issued to an individual pursuant to the program shall contain only the individual's name, address, social security account number, if any, the name and address of the issuing employer, or War Manpower Commission officer and office, the date of issuance, a statement as to whether or not the individual's last employment was in a critical occupation or in an additional controlled occupation, and such other information not prejudicial to the employee in seeking new employment as may be authorized or required by the War Manpower Commission.

Statements of availability received by any employer pursuant to this program shall be retained during the continuance of this program and for a reasonable time thereafter. They shall be made accessible to the Area Manpower Director or his representative upon request.

SEC. 14. Solicitation of workers. No employer shall advertise or otherwise solicit for the purpose of hiring any individual if the hiring of such an individual would be subject to restrictions under this employment stabilization program, except in a manner consistent with such restrictions.

SEC. 15. Hiring. The decision to hire or refer a worker shall be based on qualifications essential for performance of or suitability for the job, and shall be made without discrimination as to race, color, creed, sex, national origin, or except as required by law, citizenship.

The Federal Government shall be considered as a single essential employer for the purposes of this program, and all hiring for departments and agencies of the Federal Government subject to the Civil Service Act, rules and regulations, shall be conducted by the U. S. Civil Service Commission which shall recruit in accordance with the policies of the War Manpower Commission.

SEC. 16. Representation. Nothing contained in the program shall be construed

to restrict any individual from seeking the advice and aid of, or from being represented by, the labor organization of which he is a member or any other representative freely chosen by him, at any step in the operation of the program.

SEC. 17. General referral policies. No provision in the program shall limit the authority of the United States Employment Service or any other governmental agency designated by the War Manpower Commission to make referrals in accordance with approved policies and instructions of the War Manpower Commission.

SEC. 18. Effective date. This program shall become effective June 1, 1944, and is in substitution for and supersedes the employment stabilization plan in effect prior to such date. It shall, subject to such amendments as the War Manpower Commission may promulgate, continue in effect for six months following the termination of the war, unless sooner terminated by the War Manpower Commission.

Dated: September 21, 1944.

WILLIAM J. BRADY,
Area Director.

Approved: October 17, 1944.

ARTHUR C. GERNES,
Regional Director.

[F. R. Doc. 44-16503; Filed, Oct. 28, 1944;
3:20 p. m.]

NORWICH, CONN., AREA

AMENDMENTS TO EMPLOYMENT STABILIZATION PROGRAM

The following sections are added to the employment stabilization program for the New London, Conn., area:

SEC. 19. Ceilings. The Area Manpower Director may fix for all or any establishments in the Norwich area, fair and reasonable employment ceilings and allowances, limiting the number of employees or other specified types of employees which such establishments may employ during specified periods. Such ceilings and allowances will be determined on the basis of the establishment's actual labor needs, the available labor supply, and/or the relative urgency of the establishment's products or services to the war effort. Except as authorized by the Area Manpower Director, no employer shall hire any new employee for work in such establishments if the hiring of such employee would result in such establishment's exceeding the employment ceiling or allowances currently applicable to it. (Approved Aug. 9, 1944)

SEC. 20. Standards of referrals. The Area Manpower Director, after consultation with the Area Management-Labor War Manpower Committee to determine the degree necessary, may adopt certain standards of priority referral of workers to be followed by the United States Employment Office located within the area. Such standards shall be consistent with the policies of the War Manpower Commission and a copy of such standards as are currently in force shall be maintained

available for public inspection at each area and local employment office within the area. (Approved, August 9, 1944)

Dated: September 21, 1944.

WILLIAM J. BRADY,
Area Director.

Approved: October 17, 1944.

ARTHUR C. GERNES,
Regional Director.

[F. R. Doc. 44-16501; Filed, Oct. 26, 1944;
3:21 p. m.]

WAR SHIPPING ADMINISTRATION.

"MARY ELLEN"

DETERMINATION OF VESSEL OWNERSHIP

Notice of determination by War Shipping Administrator pursuant to section 3 (b) of the act approved March 24, 1943, (Public Law 17—78th Congress)

Whereas on July 11, 1942, title to the vessel "Mary Ellen" 236319 (including all spare parts, appurtenances and equipment) was requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended; and

Whereas section 3 (b) of the act approved March 24, 1943, (Public Law 17—78th Congress), provides in part as follows:

(b) The Administrator, War Shipping Administration, may determine at any time prior to the payment in full or deposit in full with the Treasurer of the United States, or the payment or deposit of 75 per centum, or just compensation therefor, that the ownership of any vessel (the title to which has been requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended, or the Act of June 6, 1941, (Public Law 101, Seventy-Seventh Congress), is not required by the United States, and after such determination has been made and notice thereof has been published in the FEDERAL REGISTER, the use rather than the title to such vessel shall be deemed to have been requisitioned for all purposes as of the date of the original taking; *Provided however*, That no such determination shall be made with respect to any vessel after the date of delivery of such vessel pursuant to title requisition except with the consent of the owner. * * *

and whereas no portion of just compensation for the said vessel has been paid or deposited with the Treasurer of the United States; and

Whereas the ownership of the said vessel, spare parts, appurtenances and equipment is not required by the United States; and

Whereas the former owner of the vessel has consented to this determination and to the return of the vessel and the conversion of the requisition of title therein to a requisition of use thereof in accordance with the above-quoted provision of law;

Now therefore, I, Emory S. Land, Administrator, War Shipping Administration, acting pursuant to the above-quoted provisions of law, do hereby determine that the ownership of said vessel, spare parts, appurtenances and equipment is not required by the United States, and that, from and after the date of publication hereof in the FEDERAL REGISTER, the use rather than title thereto shall be

deemed to have been requisitioned, for all purposes, as of the date of the original taking.

Dated: October 26, 1944.

[SEAL] E. S. LAND,
Administrator.

[F. R. Doc. 44-16523; Filed, Oct. 27, 1944;
10:33 a. m.]

"CHARLES MASON"

DETERMINATION OF VESSEL OWNERSHIP

Notice of determination by War Shipping Administrator pursuant to section 3 (b) of the act approved March 24, 1943, (Public Law 17—78th Congress).

Whereas on July 11, 1942 title to the vessel "Charles Mason" 236189 (including all spare parts, appurtenances and equipment) was requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended; and

Whereas section 3 (b) of the act approved March 24, 1943, (Public Law 17—78th Congress), provides in part as follows:

(b) The Administrator, War Shipping Administration, may determine at any time prior to the payment in full or deposit in full with the Treasurer of the United States, or the payment or deposit of 75 per centum, or just compensation therefor, that the ownership of any vessel (the title to which has been requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended, or the Act of June 6, 1941, (Public Law 101, Seventy-Seventh Congress), is not required by the United States, and after such determination has been made and notice thereof has been published in the FEDERAL REGISTER, the use rather than the title to such vessel shall be deemed to have been requisitioned for all purposes as of the date of the original taking; *Provided however*, That no such determination shall be made with respect to any vessel after the date of delivery of such vessel pursuant to title requisition except with the consent of the owner. * * *

and whereas no portion of just compensation for the said vessel has been paid or deposited with the Treasurer of the United States; and

Whereas the ownership of the said vessel, spare parts, appurtenances and equipment is not required by the United States; and

Whereas the former owner of the vessel has consented to this determination and to the return of the vessel and the conversion of the requisition of title therein to a requisition of use thereof in accordance with the above-quoted provision of law;

Now, therefore, I, Emory S. Land, Administrator, War Shipping Administration, acting pursuant to the above-quoted provisions of law, do hereby determine that the ownership of said vessel, spare parts, appurtenances and equipment is not required by the United States, and that, from and after the date of publication hereof in the FEDERAL REGISTER, the use rather than title thereto shall be deemed to have been requisitioned, for all purposes, as of the date of the original taking.

Dated: October 26, 1944.

[SEAL] E. S. LAND,
Administrator.

[F. R. Doc. 44-16524; Filed, Oct. 27, 1944;
10:33 a. m.]

"PROMISED LAND"

DETERMINATION OF VESSEL OWNERSHIP

Notice of determination by War Shipping Administrator pursuant to section 3 (b) of the act approved March 24, 1943 (Public Law 17—78th Congress).

Whereas on June 29, 1942 title to the vessel "Promised Land" 237525 (including all spare parts, appurtenances and equipment) was requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended; and

Whereas section 3 (b) of the act approved March 24, 1943 (Public Law 17—78th Congress), provides in part as follows:

(b) The Administrator, War Shipping Administration, may determine at any time prior to the payment in full or deposit in full with the Treasurer of the United States, or the payment or deposit of 75 per centum, or just compensation therefor, that the ownership of any vessel (the title to which has been requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended, or the Act of June 6, 1941 (Public Law 101, Seventy-Seventh Congress), is not required by the United States, and after such determination has been made and notice thereof has been published in the FEDERAL REGISTER, the use rather than the title to such vessel shall be deemed to have been requisitioned for all purposes as of the date of the original taking; *Provided however*, That no such determination shall be made with respect to any vessel after the date of delivery of such vessel pursuant to title requisition except with the consent of the owner. * * *

Whereas no portion of just compensation for the said vessel has been paid or deposited with the Treasurer of the United States; and

Whereas the ownership of the said vessel, spare parts, appurtenances and equipment is not required by the United States; and

Whereas the former owner of the vessel has consented to this determination and to the return of the vessel and the conversion of the requisition of title therein to a requisition of use thereof in accordance with the above-quoted provision of law;

Now, therefore, I, Emory S. Land, Administrator, War Shipping Administration, acting pursuant to the above-quoted provisions of law, do hereby determine that the ownership of said vessel, spare parts, appurtenances and equipment is not required by the United States, and that, from and after the date of publication hereof in the FEDERAL REGISTER, the use rather than title thereto shall be deemed to have been requisitioned, for all purposes, as of the date of the original taking.

Dated: October 26, 1944.

[SEAL] E. S. LAND,
Administrator.

[F. R. Doc. 44-16525; Filed, Oct. 27, 1944;
10:33 a. m.]

